



THE CITY OF COLORADO SPRINGS *and the* PIKES PEAK RURAL TRANSPORTATION  
AUTHORITY

# REQUEST FOR PROPOSAL

## Consultant Services

R20-T132AM

Date Issued: September 1, 2020

## PLATTE AVENUE CORRIDOR STUDY

### **Contact**

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**The City of Colorado Springs requests Time and Materials proposals, as detailed in this Request for Proposals (RFP), for the Platte Avenue Corridor Study Project.**

This RFP is posted to BidNet's Rocky Mountain E-Purchasing System.

SUBMITTALS FOR THIS PROJECT WILL ONLY BE ACCEPTED ON BIDNET

Please login to the following website to register to submit a proposal for this project. All required documents will be uploaded to the website:

<https://www.rockymountainbidsystem.com>

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## SECTION I – PROPOSAL INFORMATION

### 1.0 PROPOSAL INFORMATION

Section I provides general information to potential Offerors, such as proposal submission instructions and other similar administrative elements. This RFP is available on Rocky Mountain E-Purchasing System ([www.rockymountainbidsystem.com](http://www.rockymountainbidsystem.com)). All addenda or amendments shall be issues through the Rocky Mountain E-Purchasing System and may not be available through any other source.

### 1.1 RFP SCHEDULE OF EVENTS

The schedule of events is as follows:

<u>Event</u>	<u>Date</u>
Issue Request for Proposal	September 1, 2020
Pre-Proposal Conference	September 9, 2020

A pre-proposal conference will be held via WebEx at 3:30 PM Wednesday, September 9, 2020. This meeting is not mandatory.

WebEx Information:

<https://coloradosprings.webex.com/coloradosprings/j.php?MTID=mebbdf0e335b18915f92fc1e84fcd310>

Meeting number: 146 461 1300

Password: HJnJErkK372

Telephone: (408) 418-9388

Cut Off Date for Questions 2:00 PM September 18, 2020

Questions about the RFP must be emailed in writing and directed to Alyssa Mendelsohn at the following email address:

[Alyssa.Mendelsohn@ColoradoSprings.gov](mailto:Alyssa.Mendelsohn@ColoradoSprings.gov).

A written response to any inquiry may be provided in the form of an Amendment to the solicitation. See 1.7 Amendments. Questions MUST be received no later than 2:00 PM September 18, 2020.

**DO NOT CONTACT ANY OTHER INDIVIDUAL AT THE CITY OF COLORADO SPRINGS REGARDING THIS SOLICITATION**

**The only acceptable method of submitting questions is by email to the above-named Contract Specialist. Faxes or physical mail delivery are not acceptable.**

Proposal Due Date 2:00 PM October 2, 2020

Award of Contract

Tentatively October 19, 2020

Notice to Proceed

November 2020

## **1.2 SUBMISSION OF PROPOSAL**

**Proposals are to be submitted to be submitted electronically on BidNet Direct ([www.bidnetdirect.com](http://www.bidnetdirect.com)).**

### **NO LATE OFFERS WILL BE ACCEPTED**

**Date/Time:** Proposals shall be received on or before 2:00 PM MT October 2, 2020.

## **1.3 NUMBER OF COPIES**

Offerors shall submit **one (1)** electronic copy of all proposal documents. Upon submission, all proposal documents shall become and remain the property of the City of Colorado Springs.

## **1.4 SPECIAL TERMS**

Please note the following definitions of terms as used herein:

The term "City" means the City of Colorado Springs.

The term "Contractor" or "Consultant" means the Offeror whose offer is accepted and is awarded the contract to provide the products or services specified in the RFP.

The term "Offer" means the proposal.

The term "Offeror" means the person, firm, or corporation that submits a formal proposal or offer and that may or may not be successful in being awarded the contract.

The term "Project" refers to the Platte Avenue Corridor Study.

The term "Request for Proposal" or "RFP" means this solicitation of a formal, negotiable proposal/offer. Any offer that is accepted will be the offer that is deemed by the City of Colorado Springs to be most advantageous in terms of the criteria designated in the RFP.

## **1.5 RFP OBJECTIVE**

The objective of this RFP is to provide sufficient information to enable qualified Offerors to submit written proposals to the City of Colorado Springs. The RFP is not a contractual offer or commitment to purchase products or services.

All information included in proposals must be legible. Any and all corrections and/or erasures must be initialed by Offeror. The contents of the proposal submitted by the successful Offeror may become part of any contract awarded as a result of this solicitation.

## **1.6 CONFIDENTIAL OR PROPRIETARY INFORMATION**

If an Offeror believes that parts of an offer are confidential, then the Offeror must so specify. The Offeror must include in bold letters the term "CONFIDENTIAL" on that part of the offer which the Offeror believes to be confidential. The Offeror must submit in writing specific detailed reasons, including any relevant legal authority, stating why the Offeror believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. The City of Colorado Springs will be the sole judge as to whether a claim is acceptable. Decisions regarding the confidentiality of information will be made when requests are made to make the information public. All offers and parts of offers which are not marked as confidential will automatically be considered public information after the contract is awarded. The successful offer may be considered public information even though parts are marked confidential.

## **1.7 AMENDMENTS**

Amendments to this RFP may be issued at any time prior to the time set for receipt of proposals. Offerors are required to acknowledge receipt of any amendments issued to this RFP by returning a signed copy of each amendment issued. Signed copies of each amendment must be received on or before the time set for receipt of offers.

The City of Colorado Springs will post all amendments on the Rocky Mountain E-Purchasing System ([www.rockymountainbidsystem.com](http://www.rockymountainbidsystem.com)). It is the Offeror's responsibility to check the website for posted amendments or contact the Contracts Specialist listed to confirm the number of amendments which have been issued.

## **1.8 WITHDRAWAL OR MODIFICATION OF OFFERS**

Any Offeror may modify or withdraw an offer in writing at any time prior to the deadline for submission of an offer.

## **1.9 ACCEPTANCE**

Any offer received and not withdrawn shall be considered an offer, which may be accepted by the City of Colorado Springs based on initial submission without discussions or negotiations.

By submitting an offer in response to this solicitation, the Offeror agrees that any offer it submits may be accepted by the City of Colorado Springs at any time within 90 calendar days from the date of submission deadline.

The City of Colorado Springs reserves the right (a) to reject any or all offers, (b) to waive informalities and minor irregularities in offers received, and/or (c) to accept any portion of an offer if deemed in the best interest of the City of Colorado Springs. Failure of the Offeror to provide in its offer any information requested in the RFP may result in rejection of the offer for non-responsiveness.

#### **1.10 PROPOSAL PREPARATION COST**

The cost of proposal preparation is not a reimbursable cost. Proposal preparation shall be at the Offeror's sole expense and is the Offeror's total and sole responsibility.

#### **1.11 AWARD**

The City of Colorado Springs intends to make an award using the evaluation criteria listed in this RFP to determine the best value, considering all factors and criteria in the proposals submitted. Best value means the expected outcome of an acquisition that, in the City's estimation, provides the greatest overall benefit in response to the requirements detailed in the RFP. The City of Colorado Springs reserves the right to reject any or all offers and to not make an award.

#### **1.12 PERFORMANCE PERIOD**

The performance period of any contract awarded as a result of this RFP is anticipated to be as follows: November 2020 – December 31, 2021.

#### **1.13 DEBRIEFING**

Offerors not selected may request a debriefing on the selection process as well as discussion of the strengths and weaknesses of their proposal upon receipt of notification that their offer was not selected.

A debriefing may be scheduled by contacting the Contracts Specialist listed above. The Contracts Specialist must receive a written request for debriefing no later than **ten (10)** calendar days after issuance of a notification that the Offeror's offer was not selected.

#### **1.14 SUBSTANTIVE PROPOSALS**

By responding to this RFP, the Offeror certifies (a) that Offeror's proposal is genuine and is not made in the interest of, or on behalf of, an undisclosed person, firm, or corporation; (b) that Offeror has not directly or indirectly induced or solicited any other Offerors to put in a false or sham proposal; (c) that Offeror has not solicited or induced any other person, firm, or corporation to refrain or abstain from proposing an offer or proposal; (d) that Offeror has not sought by collusion to obtain for themselves any advantage over any other Offerors or over the City of Colorado Springs; and (e) that Offeror has not violated or caused any person to violate, and shall not violate or cause any person to violate, the

City's Code of Ethics contained in Article 3 of Chapter 1 of the City Code and in the City's Procurement Rules and Regulations.

### **1.15 OFFEROR'S QUALIFICATIONS**

Each Offeror must complete Exhibit 6 – Qualification Statement.

No contract will be awarded to any Offeror who is in arrears to the City, upon any debt or contract, or who is in default, in any capacity, upon any obligation to the City or is deemed to be irresponsible or unreliable by the City based on past performance.

### **1.16 NON-COLORADO ENTITIES**

If Offeror is a foreign entity, Offeror shall comply with C.R.S. section 7-90-801, "Authority to transact business or conduct activities required," and section 7-90-802, "Consequences of transacting business or conducting activities without authority."

Before or at the time that the contract is awarded to an entity organized or operating outside the State of Colorado, such entity shall obtain authorization to do business in the State of Colorado, designate a place of business herein, and appoint an agent for service of process.

Such entity must furnish the City of Colorado Springs with a certificate from the Secretary of the State of Colorado to the effect that a certificate of authority to do business in the State of Colorado has been issued by that office and is still valid. The entity shall also provide the City with a certified copy of the designation of place of business and appointment of agent for service of process from the Colorado Secretary of State, or a letter from the Colorado Secretary of State that such designation of place of business and agent for service of process has been made.

### **1.17 PROCUREMENT RULES AND REGULATIONS**

All projects advertised by the City of Colorado Springs are solicited in accordance with the City's Procurement Rules and Regulations. The City's Procurement Rules and Regulations can be reviewed and/or downloaded from the City website: <https://www.coloradosprings.gov>. The Contracts Specialist may also provide a softcopy of the Rules and Regulations upon request. Any discrepancies regarding conflicting statements, decisions, irregularities, clauses, or specifications will be rectified utilizing the City's Procurement Rules and Regulations, when applicable. It is the Offeror's responsibility to advise the Contracts Specialist listed in this RFP of any perceived discrepancies prior to the date and time the offer is due.

### **1.18 FAIR TREATMENT OF OFFERORS**

The City Procurement Services Division shall be responsible for ensuring the procurement of products, commodities, and services are in a manner that affords all

responsible businesses a fair and equal opportunity to compete. If an Offeror believes that a procurement is not conducted in a fair and equitable manner, the Offeror is encouraged to inform the City Procurement Services Manager as soon as possible.

### **1.19 ORDER OF PRECEDENCE**

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order:

- A. Sections I – IV of this Solicitation
- B. Statement of Work
- C. Other Appendices, Schedules, Exhibits or Attachments

### **1.20 INTERPRETATION OF PLANS AND SPECIFICATIONS**

Any change to proposal forms, plans, or specifications prior to the opening of proposals will be issued by the City in the form of an Amendment. Certain individuals may be named in the RFP that have authority to provide information, clarification or interpretation to Offerors prior to opening of proposals. Information obtained from persons other than those named individuals is invalid and shall not be used for proposal purposes.

### **1.21 COMBINATION OR CONDITIONAL PROPOSALS**

If an RFP is issued for projects in combination and separately, the Offeror may submit proposals either on the combination or on separate units of the combination. The City reserves the right to make awards on combination or separate proposals to the advantage of the City. Combination proposals will be considered, only when specified.

### **1.22 ANTI-COLLUSION AFFIDAVIT**

The Offeror by signing their proposal submitted to the City is certifying that the Offeror has not participated in any collusion or taken any action in restraint of free competitive bidding. This statement may also be in the form of an affidavit provided by the City and signed by the Offeror. The original of the signed anti-collusion affidavit, if separately required and provided with the RFP, shall be submitted with the proposal. The proposal will be rejected if it does not contain the completed anti-collusion affidavit.

## SECTION II – PROPOSAL CONTENT

### 2.0 PROPOSAL CONTENT

Section II provides instructions regarding the format and content required for proposals submitted in response to this solicitation.

### 2.1 PROPOSAL FORMAT

Offeror's written proposal should include concise, but complete, information, emphasizing why the Offeror is best or best qualified to provide the required services. The Offeror's written proposal should include the information in the format outlined below and must be limited to no more than thirty (30) pages. **A page shall be defined as 8-1/2" x 11"; single sided, with one inch margins, and a minimum font of Times New Roman 10.** The only exception to the 8-1/2" x 11" paper size are the proposed project schedule, issues and understanding map, proposed project process and conceptual alternative figures. Up to six (6) pages may be submitted on 11" x 17" paper. Each 11" x 17" page for the schedule, issues and understanding map, proposed project process and/or conceptual alternative figures shall be counted in the overall page limitation of thirty (30) pages above. Each section of the proposal should be labeled to clearly follow the requirements sections identified in this section of the RFP.

The following listed Exhibits must be filled out and returned with the proposal and are not counted against the page limit:

Exhibit 1	Proposal Certification
Exhibit 3	Exceptions
Exhibit 4	Minimum Insurance Requirements
Exhibit 6	Qualification Statement
Schedule A	Price Sheet
Acknowledged Addenda	If applicable

### 2.2 COVER LETTER

The cover letter shall be no more than three pages. The cover letter shall contain at least the following information:

- A. RFP Number and Project Name
- B. Statement that the Offeror is qualified to perform the work
- C. Certification Statement that the information and data submitted are true and complete to the best knowledge of the individual signing the letter
- D. Name, telephone number, email address, and physical address of the individual to contact regarding the proposal
- E. The signature of an authorized principal, partner, or officer of the Offeror.

## **2.3 PROPOSAL CERTIFICATION**

The Offeror must fill out and submit Exhibit 1 with its Proposal.

## **2.4 ORGANIZATIONAL BACKGROUND AND OVERVIEW**

The Offeror must provide a brief history and overview of its company and its organizational structure, with special emphasis on how this project will fit within that structure. Also include principal place of business location(s), office locations, size of firm, and assessment of financial stability.

## **2.5 MANAGEMENT AREA, EXPERTISE AND QUALIFICATIONS**

In this section, the Offeror must demonstrate that it meets and/or exceeds all requirements regarding expertise and qualifications of personnel proposed to complete the work defined in the Statement of Work of this RFP. It is suggested that two (2) of the 11"x17" pages allowed be utilized to identify the project schedule and project team. Qualifications of personnel are considered of the essence of the services provided. Therefore, the Offeror must provide information on Key Personnel who will be the personnel performing the consulting services.

### **A. Project Management**

In this area, the Offeror should provide a plan of operation, to include management of personnel, workload, schedule, and budget. It should also include an organization chart which demonstrates clear and effective lines of authority, responsibility, and communication for management, supervisory, and technical personnel. The plan should address availability of the project team (including subconsultants) identified to work on this project in conjunction with their other work assignments. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions:

1. Does the proposal address the issues above in sufficient detail to demonstrate their management capabilities?
2. Are the people committed and available for this project, especially regarding schedule and level of effort?
3. Does the plan indicate that the Offeror will obtain, keep, and efficiently utilize high quality personnel?
4. Does the offer address corrective actions?
5. Does the proposal explain how the Offeror will remain within schedule and budget?

### **B. Past Performance/Relevant Experience**

In the Expertise and Qualifications Area, the Offeror should provide at least three references or identify contracts demonstrating that it successfully provided

services/products that are the same or similar to those required in the RFP. The proposal should adequately explain how the projects were completed on schedule and within budget. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions:

1. Does the proposal include at least three references or past performance citations?
2. Are the references or past performance citations relevant to the requirements of the Statement of Work of the RFP?
3. Does the Offeror explain how they were successful on the projects provided as past performance?
4. Does the Offeror apply the past performance to the City requirement in such a way as to demonstrate added value due to experience?

### C. Key Personnel

In the Expertise and Qualifications Area, resumes must be provided for all personnel who would be performing work on the resultant Contract. Resumes do not count toward the page limit. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions. Explain how the key personnel were related to the projects cited as relevant past performance.

1. Does the Offeror provide complete resumes, including education, experience, background information, accomplishments, and other pertinent information?
2. Does the Offeror provide resumes for all key personnel, as required by the RFP, that demonstrate adequate professional, technical and management levels to accomplish the work effectively and efficiently?
3. Do the key personnel possess all requisite certifications, licenses, experience, etc. necessary to accomplish the work effectively and efficiently?

## 2.6 TECHNICAL AREA

In the Technical Area, it is suggested that the Offeror utilize four (4) of the allowed 11"x17" pages to address potential alternative concepts, corridor maps and aerial photographs.

### A. Understanding of and Compliance with Technical Requirements

In the Technical Area, the Offeror should address each work area in sufficient detail to demonstrate a clear and full understanding of the work. The proposal should not merely parrot the requirements of the RFP. Further, the Offeror should provide evidence of sufficient planning to ensure the work is completed on schedule and within budget. The Offeror should submit their proposed key dates for major project milestones (Corridor Development, 30% Design, 60% Design, and Final Design) in tabular format. A detailed critical path project schedule is not required in the proposal. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.

Does the proposal demonstrate a firm understanding of the requirements and goals of the Scope of Work, as well as industry standards and reasonable expectations for a company in the industry?

1. Does the proposal fully and completely address each requirement and goal of the Scope of Work?
2. Does the proposal provide solutions to indicate that requirements and goals will be met on schedule?
3. Does the technical solution seem realistic?
4. Does it generally appear that the Offeror knows and thoroughly understands the business and requirements?

#### B. Project Key Issue Approach and Recommendations

Addressing these issues may be incorporated into the consultant proposal in either the project approach or addressed as a separate section in the proposal. We recognize the challenge of addressing these separately, so Offeror may provide brief cross references so that information is not repeated in the proposals.

1. ConnectCOS Coordination: Recommendations for information sharing and coordination of ConnectCOS and the Platte Avenue Corridor Study (PACS) efforts between the beginning of PACS and City approval of ConnectCOS.
2. Public Information & Communication: Approach and recommendations for the process, and values provided by your team for the public information and communication for this project.
3. Downtown Partnership Experience Downtown Master Plan: Approach and recommendations for addressing Platte Avenue Corridor needs and solutions relative to the Downtown Partnership's Downtown Plan and potential future changes in that plan. This should include I-25 and Platte Avenue Connection alternatives and recommendations for how to approach and develop solutions in this part of the Platte Corridor.
4. Platte Avenue Corridor Traffic Forecasting: Approach to traffic demand expectations on Platte Avenue due to potential growth and future land use changes in and east of the project limits.
5. Project Implementation Toolbox: Approach and recommendations for the Project Implementation Toolbox information development proposed by the consultant team. Describe the toolbox your team will provide to assist the City in implementing and funding improvements in the future and the how it will benefit the City of Colorado Springs. This should include how your team will develop early action corridor improvement and potential project information and recommendations for inclusion in a potential PPRTA III ballot measure in 2022. Note that this information would need to be available by late 2021.

6. Recommendations for Additional Services: Recommendations of services, not requested in this RFP, or not typically required in a planning project, that the City should consider including in the contract of the selected Consultant Team and the benefits these services would provide. Include suggestions for additions or changes to the Core Project Deliverables requested by the City in Section 5.6 and the values they would provide.

### C. Project Approach

In the Project Approach Area, the Offeror should clearly present proposed solutions and indicate that it has performed adequate planning to accomplish tasks as defined in the Statement of Work. Innovations, efficiencies, and detailed specifics are all encouraged. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions:

1. Does the proposal include a complete and timely plan to accomplish each requirement, including subcontracting (if applicable)?
2. Does the proposal demonstrate that appropriate and qualified personnel and equipment will be provided to carry out the requirement?
3. Is the proper level of effort directed toward each requirement? Does the level of effort look unrealistically low or unreasonable high?

### **2.7 PRICE AREA**

This is a qualifications-based selection; cost and price are not evaluated, but will be negotiated during the award process.

### **2.8 PROPOSAL PRESENTATION**

Presentation is an important factor. Offerors should provide a highly professional product, which is complete, accurate, easily understood, and effectively presented.

Evaluation of the Cover Letter and Organizational Background will be included in this section. The Cover Letter will be evaluated for completeness, clarity of messaging and creativity. Organizational Structure will be evaluated based on the history and overview of each company and its organizational structure, with special emphasis on how this project will fit within that structure.

### **2.9 EXCEPTIONS**

All Offerors must complete Exhibit 3, Exceptions Form and return it with their proposal. Some terms and conditions are not negotiable. Exceptions may be grounds for rendering the proposal unacceptable without further discussions.

### **2.10 INSURANCE REQUIREMENTS**

All Offerors must complete Exhibit 4, Minimum Insurance Requirements and return with their proposal. Lack of responsiveness in this area may be grounds for rendering the proposal unacceptable without further discussions.

## **SECTION III – EVALUATION FACTORS**

### **3.0 EVALUATION AND AWARD**

Section III provides information regarding evaluation criteria and scoring. It also includes information regarding proposal selection and award of the resultant contract.

#### **3.1 EVALUATION CRITERIA**

##### **3.1.1 MANAGEMENT AREA – PROJECT MANAGEMENT**

See Section II – Item 2.5.A

##### **3.1.2 MANAGEMENT AREA – PAST PERFORMANCE/RELEVANT EXPERIENCE**

See Section II – Item 2.5.B

##### **3.1.3 MANAGEMENT AREA – KEY PERSONNEL**

See Section II – Item 2.5.C

##### **3.1.4 TECHNICAL AREA – UNDERSTANDING OF AND COMPLIANCE WITH TECHNICAL REQUIREMENTS**

See Section II – Item 2.6.A

##### **3.1.5 TECHNICAL AREA – PROJECT KEY ISSUES APPROACH AND RECOMMENDATIONS**

See Section II – Item 2.6.B

##### **3.1.6 TECHNICAL AREA – PROJECT APPROACH**

See Section II – Item 2.6.C

##### **3.1.7 PRICE**

See Section II – Item 2.7

##### **3.1.8 PROPOSAL PRESENTATION**

See Section II – Item 2.8

##### **3.1.9 EXCEPTIONS AND INSURANCE**

See Section II – Items 2.9 and 2.10

#### **3.2 RANKING**

A. The order of ranking or importance in the evaluation shall be as follows:

First: Expertise and Qualifications

Second: Price

Third: Proposal Presentation

Exceptions and Insurance areas will be scored as pass or fail. Failure in this area may result in disqualification from award.

B. Possible scores for each criterion shall be as follows:

- 5 – Exceptional
- 4 – Very Good
- 3 – Satisfactory
- 2 – Marginal
- 1 – Unacceptable

C. Definitions for scoring are as follows:

The following apply to the Expertise and Qualifications Area:

Exceptional – The proposal meets all and exceeds many of the requirements of the RFP to the benefit of the City, and the information provided is of such a nature as to answer all questions without need for further inquiry. There are no corrective actions required, and no compromise of requirements is needed.

Very Good – The proposal meets all and exceeds some of the requirements of the RFP to the benefit of the City, and the information provided is of such a nature as to answer most questions without need for further inquiry. There are no corrective actions required, and no compromise of requirements is needed.

Satisfactory – The proposal meets the requirements of the RFP, and the information provided is of such a nature as to answer many questions without need for further inquiry. There are very few corrective actions required, and no substantive compromise of requirements is needed.

Marginal – The proposal does not meet some of the requirements of the RFP, and the information provided is of such a nature as to require some clarification. There are some corrective actions required, and some non-substantive compromise of requirements is needed.

Unacceptable – The proposal does not meet many of the requirements of the RFP, and the information provided is of such a nature as to require much clarification. There are many corrective actions required, and substantive compromise of requirements is needed.

The following apply to the Price Area:

This is a Qualifications-based award; price is not evaluated.

The following apply to the Proposal Presentation Area:

Exceptional – The proposal is professionally communicated, complete in all areas, provides sufficient detail, and is presented in a clear and effective manner. The quality far exceeds that of the competition, industry standard, or reasonable expectation.

Very Good – The proposal is professionally communicated, complete in all areas, provides sufficient detail, and is presented in a clear and effective manner. The quality exceeds that of the competition, industry standard, or reasonable expectation.

Satisfactory – The proposal is professionally communicated, complete in all areas, provides sufficient detail, and is presented in a clear and effective manner. The quality is equal to that of the competition, industry standard, or reasonable expectation.

Marginal – The proposal is not professionally communicated and is incomplete in some areas, provides insufficient detail, and is not presented in a clear and effective manner. The quality is below that of the competition, industry standard, or reasonable expectation.

Unacceptable – The proposal is not professionally communicated and is incomplete in many areas, provides insufficient detail, and is not presented in a clear and effective manner. The quality is far below that of the competition, industry standard, or reasonable expectation.

#### The following apply to the Exceptions and Insurance Areas

Exceptions and insurance will be evaluated as pass or fail. Whether or not exceptions to City terms and conditions are acceptable or unacceptable will be determined at the sole discretion of the City. Any exceptions deemed unacceptable may result in a “fail” rating. The Insurance Area will be rated as “pass”, unless the Offeror fails to meet any stated insurance requirement provided in this RFP. If the Offeror fails to meet any stated insurance requirement provided in this RFP, the Offeror will be rated “fail” in the Insurance Area. A rating of “fail” in either of these areas may result in disqualification from award.

#### D. Area Scoring

The score for each area will be determined by multiplying the sum of the criteria in each area by the area evaluation factor. The area evaluation factors are as follows:

Technical Area: 0.50

Management Area/Expertise and Qualifications: 0.35

Proposal Presentation: .10

#### E. Final/Overall Scoring

The final proposal score will be determined by adding the area scoring. The sum of the area scores will be the final/overall score.

### **3.3 SELECTION COMMITTEE**

A selection committee will review all proposals. Through this process, the City will determine which proposals are acceptable or unacceptable. The City will notify, in writing, the Offerors whose proposals are deemed to be unacceptable. Those Offerors offering proposals deemed to be acceptable by the City will be evaluated and scored by the selection committee. This scoring will determine which Offerors are considered to be in the competitive range and may be the basis for an award decision without further steps.

If the selection committee elects not to award based upon evaluation scoring, it may engage in a forced elimination process. To inform this process, it may require oral presentations or interviews with the Offerors considered to be in the competitive range. If oral presentations or interviews are conducted, they may also be scored, or they may simply be considered as information supporting the forced elimination process. The selection committee may request revisions to the proposal from each of the Offerors at the conclusion of the interviews. The intent of the forced elimination process is to reach consensus. The decision will be based on all relevant factors, and based upon perception of best value. The final decision may or may not exactly reflect scoring ranking.

The City also reserves the right to request best and final offers from all Offerors at any point in the proposal evaluation process.

### **3.4 AWARD OF CONTRACT**

It is anticipated that there will be negotiations or discussions with Offerors. However, the City reserves the right to award without negotiations or discussions. The City also reserves the right to award a contract not necessarily or merely to the Offeror with the most advantageous price. The City intends to award to the Offeror that demonstrates the best value to the City and the most substantiated ability to fulfill the requirements contained in this Request for Proposal. A contract prepared by the City will be finalized and/or negotiated with the successful Offeror. In the event a contract cannot be negotiated with the top ranked Offeror, the City may enter into negotiations with the second highest ranked Offeror, or the City may decide to call for new proposals. Immediately after the notice of award, the successful Offeror will begin planning in conjunction with the City of Colorado Springs staff (to be designated by the City) to ensure fulfillment of all its obligations. The successful Offeror may be expected to attend regular meetings as required by the City to assist in the preparation for startup.

## **SECTION IV – SPECIAL CONTRACT TERMS AND CONDITIONS**

### **4.0 SPECIAL CONTRACT TERMS AND CONDITIONS/SPECIAL SOLICITATION PROVISIONS**

In addition to the special contract terms and conditions listed below, the City's sample contract (see Exhibit 2) contains contract terms and conditions.

#### **4.1 ADA STANDARDS**

It is a requirement of the City and required by law that any new or renovated facility meet the scoping and technical requirements of the 2010 ADA Standards for newly designed and constructed or altered local government facilities, public accommodations, and facilities. The selected Design Professional shall design the project so it both conforms to the 2010 ADA Standards, as applicable and as amended, and is readily accessible to and usable by individuals with disabilities. The selected Contractor shall build the project so it both conforms to the 2010 ADA Standards, as applicable and as amended, and is readily accessible to and usable by individuals with disabilities. Facilities that are designed, constructed, and/or altered facilities that meet or exceed the IBC 2015/ANSI A117.1 2009, used by Pikes Peak Regional Building Department, will be accepted as meeting or exceeding the 2010 ADA Standards.

#### **4.2 PPRTA-FUNDED PROJECTS SPECIAL PROVISIONS (REVISED AUGUST 17, 2016)**

PPRTA Funding Special Provision: Joint Contracts – City of Colorado Springs (“the City”) and the Pikes Peak Rural Transportation Authority (“the PPRTA”).

This Contract is a joint contract between the Contractor/Consultant (hereinafter “Contractor”), the City, and the PPRTA. The parties therefore agree to the following:

- A. **Conflicts:** This PPRTA Special Provision shall supersede any contrary provision of this Contract.
- B. **Parties:** The Contractor acknowledges and understands that this Contract is funded in whole or in part by the PPRTA and administered by the City. Both the City and the PPRTA are parties to this Contract.
- C. **Payments:** The Contractor acknowledges and understands that all payments under this contract shall be made to the Contractor by the PPRTA. PPRTA funding obligations shall be paid by PPRTA warrants. In the event there is joint City/PPRTA funding, then payment to the Contractor shall consist of warrants from the City and warrants from the PPRTA. The Contractor agrees to accept all payments made or proffered by the PPRTA under this Contract.

- D. Bonds: All bonds under this Contract shall include the City and the PPRTA as Obligees.
- E. Insurance: All insurance policies provided by the Contractor or by any subcontractor for any work pursuant to contracts with the Contractor pursuant to this Contract shall name both the City and the PPRTA as additional insureds and shall waive all rights of subrogation, in accordance with the terms of this Contract, against both the City and the PPRTA.
- F. Law: This Contract is subject to and shall be interpreted under the law of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs, Colorado, a Home Rule City; the Resolutions and Rules and Regulations of the PPRTA. Court venue and jurisdiction shall exclusively be in the Colorado District Court for El Paso County, Colorado. The Parties agree that this Contract shall be deemed to have been made in, and the place of performance is deemed to be in, the City of Colorado Springs, El Paso County, State of Colorado. The Contractor shall ensure that the Contractor and the Contractor's employees, agents, officers and subcontractors are familiar with, and comply with, applicable Federal, State, and Local laws and regulations as now written or hereafter amended.
- G. Appropriation and Availability of Funds: In accordance with the Colorado Constitution, Article X, Section 20, and the City Charter, performance of the City's obligations under this Contract is expressly subject to appropriation of funds by the City Council for this Contract and the availability of those appropriated funds for expenditure. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the City's obligations under this Contract, or appropriated funds may not be expended due to Constitutional or City Charter spending limitations, then the City and the PPRTA may terminate this Contract without compensation to the Contractor. Performance of the PPRTA's obligations under this Contract is expressly subject to appropriation of funds by the PPRTA and the availability of those funds for the payment of obligations incurred under this Contract. Further, in the event that PPRTA funds are not appropriated in whole or in part sufficient for performance of the PPRTA's obligations under this Contract, or appropriated funds may not be expended due to legal limitations or non-availability, then the City and the PPRTA may terminate this Contract without compensation to the Contractor.
- H. Indemnification: Subject to the provisions of Section 13-50.5-102(8), C.R.S., to the extent applicable to this Contract, the Contractor agrees that the Contractor shall indemnify, defend and hold harmless the PPRTA, its officers, employees and agents, from and against any and all loss, damage, injuries, claims, cause or causes of action, or any liability whatsoever resulting from, or arising out of, or in connection with the Contractor's obligations or actions under this Contract. To the extent the terms of Section 13-50.5-102(8), C.R.S., are applicable to this

Contract, the Contractor and the PPRTA hereby agree for the purposes of this Section that: (i) "the degree or percentage of negligence or fault attributable" to the Contractor as used in Section 13-50.5-102(8)(a), C.R.S., shall be conclusively determined by a trial court at the state or federal level and (ii) the term "adjudication" used in Section 13-50.5-102(8)(c), C.R.S., shall mean a trial court order at the state or a federal level.

- I. Governmental Immunity: Nothing in this Contract or in any actions taken by the PPRTA pursuant to this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions of the Colorado Governmental Immunity Act, Sections 24-10-101, *et. Seq.*, C.R.S.
- J. Warranties: All warranties provided by the Contractor under or pursuant to this Contract to the City shall also apply to the PPRTA.
- K. Final Payment: Final payment under this Contract shall be made in accord with the terms of this Contract, except that final payment shall be made by the PPRTA, and the making and acceptance of final payment shall constitute a waiver of all claims by the Contractor against the City and the PPRTA.
- L. Termination or Default of Contract: In all Contract provisions giving the City the right to terminate, for convenience or otherwise, or giving the City rights in the event of default by the Contractor, the term City shall also apply to the PPRTA.
- M. Contract Changes: Any changes to the Contract, including but not limited to additions and/or deletions, which are not insignificant to the scope, design and requirements of the Contract shall be subject to prior approval of the PPRTA.

## SECTION V – EXHIBITS

### 5.0 EXHIBITS

Exhibit 1	Proposal Certification
Exhibit 2	Sample Contract
Exhibit 3	Exceptions
Exhibit 4	Minimum Insurance Requirements
Exhibit 5	Statement of Work
Exhibit 6	Qualification Statement
Exhibit 7	Evaluation Scoresheet

**EXHIBIT 1 PROPOSAL CERTIFICATION**

Check or Mark the space after each number to indicate compliance.

1. \_\_\_\_\_ Address of Offeror's Principal Place of Business:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Does Offeror have an established office or facility in Colorado Springs?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, indicate address below if different than Principal Place of Business.

Colorado Springs Facility – Year established \_\_\_\_\_

Address of Colorado Springs Facility:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Percent of Work to be Performed from Principal Place of Business? \_\_\_\_\_

Percent of Work to be Performed from Colorado Springs Facility? \_\_\_\_\_

2. \_\_\_\_\_ Indicate your ability to provide a certificate of insurance evidencing the required coverage types and limits specified in Minimum Insurance Requirements Exhibit. (The certificate of insurance must reflect the City of Colorado Springs as an Additional Insured, as applicable.)

Indicate your ability to comply with the following requirements:

The City shall be added as an Additional Insured to all liability policies:

Yes \_\_\_\_\_ No \_\_\_\_\_

Your property and liability insurance company is licensed to do business in Colorado:

Yes \_\_\_\_\_ No \_\_\_\_\_

Provide the name of your property and liability insurance company here:

Name: \_\_\_\_\_

Your property and liability insurance company has an AM best rating of not less than B+ and/or VII:

Yes \_\_\_\_\_ No \_\_\_\_\_

Worker's Compensation Insurance is carried for all employees and covers work done in Colorado.

Yes \_\_\_\_\_ No \_\_\_\_\_

3. \_\_\_\_\_ Provide one (1) copy of current financial statements (if required). Enclose financial information in a separate envelope; do not bind with the other proposal copies. If review of the information is to be restricted to the City's financial officer, it must be marked accordingly.

4. \_\_\_\_\_ Provide the completed and signed proposal. (Proposals must be identified as specified in this RFP document). All required Exhibits are attached.

By signing below, the Offeror certifies that no person or firm other than the Offeror or as otherwise indicated has any interest whatsoever in this offer or any Contract that may be entered into as a result of this offer and that in all respects the offer is legal and firm, submitted in good faith without collusion or fraud.

Offeror has appointed \_\_\_\_\_ as the Offeror's representative and contact for all questions or clarifications in regard to this Offeror.

Telephone: (\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

The undersigned acknowledges and understands the terms, conditions, Specifications and all Requirements contained and/or referenced and are legally authorized by the Offeror to make the above statements or representations.

\_\_\_\_\_  
(Name of Company)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(City, State and Zip)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Name typed/Printed)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(E-Mail Address)

**FEDERAL TAX ID #** \_\_\_\_\_

**This Company Is:**

**Corporation** \_\_\_ **Individual** \_\_\_ **Partnership** \_\_\_ **LLC** \_\_\_

**Offeror hereby acknowledges receipt of the following amendments, if applicable**

Offeror agrees that it is bound by all Amendments identified herein.

AMENDMENT #1 \_\_\_\_\_ DATED: \_\_\_\_\_

AMENDMENT #2 \_\_\_\_\_ DATED: \_\_\_\_\_

AMENDMENT #3 \_\_\_\_\_ DATED: \_\_\_\_\_

**Please Note the attached Representations and Certifications must be initialed by Offeror in the spaces provided and returned with this certification.**

## **REPRESENTATIONS AND CERTIFICATIONS**

Exhibit 1 Continued

### **1. INSURANCE REQUIREMENTS**

Offeror shall comply with all insurance requirements and will submit the Insurance Certificates prior to performance start date. If limits are different from the stated amounts, Offeror shall explain variance. Certain endorsements and “additionally insured” statements may require further clarification and specific statements on a project specific basis and should have been described in the Offeror’s proposal.

\_\_\_\_\_ (Initials for 1)

### **2. ETHICS VIOLATIONS**

- A. The Offeror shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in this clause in its own operations and direct business relationships.
- B. Offeror certifies the Offeror has not violated or caused any person to violate, and shall not violate or cause any person to violate, the City’s Code of Ethics contained in Article 3, of Chapter 1 of the City Code and in the City’s Procurement Rules and Regulations
- C. When the Offeror has reasonable grounds to believe that a violation described in this clause may have occurred, the Offeror shall promptly report the possible violation to the City Contracts Specialist in writing.
- D. The Offeror must disclose with the signing of this proposal, the name of any officer, director, or agent who is also an employee of the City and any City employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Offeror’s firm or any of its branches.
- E. In addition, the Offeror must report any conflict or apparent conflict, current or discovered during the performance of the Contract, to the City Contracts Specialist.
- F. The Offeror shall not engage in providing gifts, meals or other amenities to City employees. The right of the Offeror to proceed may be terminated by written notice issued by City Contracts Specialist if Offeror offered or gave a gratuity to an officer, official, or employee of the City and intended by the gratuity to obtain a contract or favorable treatment under a contract.
- G. The Offeror shall cooperate fully with the City or any agency investigating a possible violation on behalf of the City. If any violation is determined, the Offeror will properly compensate the City.
- H. The Offeror agrees to incorporate the substance of this clause (after substituting “Contractor” for “Offeror”) in all subcontracts under this offer.

\_\_\_\_\_ (Initials for 2)

### **3. ILLEGAL ALIENS**

- A. If Offeror has any employees or subcontractors, Offeror shall comply with § 8-17.5-101, et seq., C.R.S. regarding Illegal Aliens – Public Contracts for Services, and this section of this Agreement. 8-17.5-102 includes, in part, that:
- B. Offeror shall not:
  - a. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or
  - b. Enter into a contract with a subcontractor that fails to certify to Offeror that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- C. Offeror has verified or attempted to verify that Offeror does not employ any illegal aliens and, will participate in the E-Verify Program or State Department program in order to confirm eligibility of all employees who are newly hired to perform work under public contract for services.
- D. Offeror will not use E-Verify Program or State Department program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.
- E. If Offeror obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Provider shall:
  - a. Notify the subcontractor and the City within three days that Offeror has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
  - b. Terminate the subcontract with the subcontractor if within three days of receiving such notice, the subcontractor does not stop employing or contracting with the illegal alien. However, the Offeror shall not terminate the contract with the subcontractor if during this three day period:
    - i. The subcontractor provides information which establishes that the subcontractor has not knowingly employed or contracted with an illegal alien, and
    - ii. The Offeror will not employ the illegal aliens in the performance of any City contract.
- F. Offeror shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in §8-17.5-102(5), C.R.S.
- G. If Offeror violates this provision, the City may terminate the contract for a breach of contract. If the Agreement is terminated, the Offeror shall be liable for actual and consequential damages.

\_\_\_\_\_ (Initials for 3)

### **4. COOPERATION WITH OTHER CONTRACTORS**

Other City activities/contracts may be in progress or start during the performance of this contract. The Offeror shall coordinate the work harmoniously with the other contractors or City personnel, if applicable.

\_\_\_\_\_ (Initials for 4)

## 5. INTERNET USE

Should the Offeror require access to City Internet resources in the performance of this requirement, a "Contractor's Internet Use Agreement" form must be separately signed by each individual having access to the City Network. The completed Contractor's Internet Use Agreement will be maintained with this agreement. Inappropriate use of the City Network will be grounds for immediate termination of any awarded contact.

\_\_\_\_\_ (Initials for 5)

## 6. LITIGATION

If awarded a contract, Offeror shall notify the City within five (5) calendar days after being served with a summons, complaint, or other pleading in any matter which has been filed in any federal or state court or administrative agency. The Offeror shall deliver copies of such document(s) to the City's Procurement Services Manager. The term "litigation" includes an assignment for the benefit of creditors, and filings of bankruptcy, reorganization and/or foreclosure.

\_\_\_\_\_ (Initials for 6)

## 7. CONTRACTOR'S REGISTRATION INFORMATION

Offeror's firm verifies and states that they are (check all that apply):

- \_\_\_\_\_ Large Business (i.e. do not qualify as a small business or non-profit)
- \_\_\_\_\_ Nonprofit
- \_\_\_\_\_ Small Business
- \_\_\_\_\_ Minority Owned Business/Small Disadvantaged Business
- \_\_\_\_\_ Woman Owned Business
- \_\_\_\_\_ Veteran Owned Business
- \_\_\_\_\_ Service-Disabled Veteran Owned Business
- \_\_\_\_\_ HUBZone Business

Note: The City accepts self-certification for these categories in accordance with Small Business Administration (SBA) standards. The SBA size standards are found on the SBA website <https://www.sba.gov/content/am-i-small-business-concern>.

\_\_\_\_\_ (Initials for 7)

## 8. CONTRACTOR PERSONNEL

- A. The Offeror shall appoint one of its key personnel as the "Authorized Representative" who shall have the power and authority to interface with the City and represent the Offeror in all administrative matters concerning this proposal and any awarded contract, including without limitation such administrative matters as correction of problems modifications, and reduction of costs.
- B. The Authorized Representative shall be the person identified in the Offeror's proposal, unless the Offeror provides written notice to the City naming another person to serve as its Authorized Representative. Communications received by the City Contracts Specialist from the Authorized Representative shall be deemed to have been received from the Offeror.

The individual, \_\_\_\_\_ (Name)  
 with position, \_\_\_\_\_ (Title)  
 Can be reached at \_\_\_\_\_  
 Work telephone number: \_\_\_\_\_  
 Home telephone number: \_\_\_\_\_  
 Cellular telephone number: \_\_\_\_\_  
 E-mail address: \_\_\_\_\_

\_\_\_\_\_(Initials for 8)

**9. OFFEROR'S CERTIFICATION**

The undersigned hereby affirms that:

- A. He/She is a duly authorized agent of the Offeror;
- B. He/She has read and agrees to the City's standard terms and conditions attached.
- C. The offer is presented in full compliance with the collusive prohibitions of the City of Colorado Springs. The Offeror certifies that no employee of its firm has discussed, or compared the offer with any other Offeror or City employee and has not colluded with any other Offeror or City employee.
- D. The Offeror certifies that it has checked all of its figures, and understands that the City will not be responsible for any errors or omissions on the part of the Offeror in preparing its proposal.
- E. By submitting an offer the Offeror certifies that it has complied and will comply with all requirements of local, state, and federal laws, and that no legal requirements have been or will be violated in making or accepting this solicitation.
- F. I hereby certify that I am submitting the proposal based on my company's capabilities to provide quality products and/or services on time.

\_\_\_\_\_(Initials for 9)

**10.OFFEROR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS:**

- A. The Offeror certifies to the best of its knowledge and belief, that (i) the Offeror and/or any of its Principals

- a. Are ( ), Are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
  - b. Have ( ), Have not ( ), within a three year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, local) contract or subcontract; violation of Federal or state antitrust statutes relation to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property; and
  - c. Are ( ), Are not ( ) presently indicated for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in any paragraphs above.
- B. The Offeror shall provide immediate written notice to the City Contracts Specialist if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reasons of changed circumstances.
- C. The certification in paragraph 1 above, is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City Contracts Specialist may terminate the contract resulting from this solicitation for default. Termination for default may result in additional charges being levied for the costs incurred by the City to initiate activities to replace the awarded Contractor.

\_\_\_\_\_ (Initials for 10)

#### **11. ACCEPTANCE OF CITY CONTRACTS SPECIALIST'S SOLE AUTHORITY FOR CHANGES**

Unless otherwise specified in the Contract, the Offeror hereby agrees that any changes to the scope of work, subsequent to the original contract signing, shall be generated in writing and an approval signature shall be obtained from the City Contracts Specialist prior to additional work performance.

\_\_\_\_\_ (Initials for 11)

#### **12. CITY CONTRACTOR SAFETY PROGRAM**

The Offeror hereby agrees to adhere to a worker safety program for contractor employees on a City job site or location. By initialing below, the Offeror has reviewed the information and will abide by the City Policy which is available for review:

<https://coloradosprings.gov/finance/page/procurement-regulations-and-documents>

\_\_\_\_\_ (Initials for 12)

**13. ACCEPTANCE OF CITY ENVIRONMENTALLY PREFERRED PURCHASING (EPP) POLICY**

The City of Colorado Springs is committed to buying more environmentally preferable goods and services, as long as they meet performance needs, are available within a reasonable time and at a reasonable cost. The Offeror hereby acknowledges review of this policy by initialing below.

<https://coloradosprings.gov/finance/page/procurement-regulations-and-documents>

\_\_\_\_\_ (Initials for 13)

**14. FRAUD, WASTE AND ABUSE**

Everyone has a duty to report any suspected unlawful act impacting the City of Colorado Springs operations and its enterprises. Anyone who becomes aware of the existence or apparent existence of fraud, waste, and abuse in City of Colorado Springs is encouraged to report such matters to the City Auditor’s Office in writing or on the telephone hotline 385-2387 (ADTR). Written correspondence can be mailed to:

City Auditor  
P.O. Box 2241  
Colorado Springs CO 80901

Or via email [CityAuditManagement@springsgov.com](mailto:CityAuditManagement@springsgov.com). Any of these mechanisms allow for anonymous reporting. For more information, please go to the website <https://coloradosprings.gov/cityfraud>.

\_\_\_\_\_ (Initials for 14)

Name of Company: \_\_\_\_\_

Federal Tax ID Number: \_\_\_\_\_

DUNS Number: \_\_\_\_\_

Principal Place of Business: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT 2 SAMPLE CONTRACT**

**CONSULTANT SERVICES CONTRACT**

Contract Number:		Project Name/Title	
Vendor/Contractor			
Contact Name:		Telephone:	
Email Address:			
Address:			
Federal Tax ID #		Please check one:	<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership
City Contracting Specialist	Name & Phone#	City Dept Rep	Name & Phone# & Department Name
NOT TO EXCEED Contract Amount:		City Account #	Acct Code (5) Fund (3) Dept (4) Project (7)
Contract Type:		Period of Performance:	

**1. INTRODUCTION**

THIS TYPE CONTRACT ("Contract") is made and entered into this \_\_\_ day of \_\_\_\_\_, 20xx by and between the City of Colorado Springs, a Colorado municipal corporation and home rule city, in the County of El Paso, State of Colorado, (the "City"), and \_\_\_\_\_ (the "Contractor").

THE CITY AND THE CONTRACTOR HEREBY AGREE AS FOLLOWS:

The City has heretofore prepared the necessary Contract Documents for the following Activity: XXXXXXXX.

The Contractor did on the \_\_\_ day of \_\_\_\_\_, 20xx submit to the City the Contractor's written offer and proposal to do the work therein described under the terms and conditions therein set forth and furnish all materials, supplies, labor, services, transportation, tools, equipment, and parts for said work in strict conformity with the accompanying Contract Documents, which are attached hereto and incorporated herein by this reference, including the following:

1. This Contract
2. Appendix A – Additional Terms and Conditions

3. Appendix B – Contractor’s Proposal,
4. Appendix C – Statement of Work.
5. Appendix D – Project Schedule
6. Appendix E – Insurance Requirements

## **2. COMPENSATION/CONSIDERATION**

If FFP:

THIS FIRM FIXED PRICE CONTRACT is established at firm fixed amount of \$xxxxxxx.

Subject to the terms and conditions of the Contract Documents, Contractor shall provide all materials, supplies, labor, services, transportation, tools, equipment, and parts to perform \_\_\_\_\_ services for the City of Colorado Springs in a good and workmanlike manner to the satisfaction of the City for the total contract amount designated above and in the Notice of Award, to be paid by the City to the Contractor.

If T&M

Subject to the terms and conditions of the Contract Documents, Contractor shall provide all materials, supplies, labor, services, transportation, tools, equipment, and parts to perform \_\_\_\_\_ services for the City of Colorado Springs in a good and workmanlike manner to the satisfaction of the City for the estimated price of \_\_\_\_\_, not to exceed \$\_\_\_\_\_ (“Not to Exceed estimate”). If the performance of this Contract involves the services of others or the furnishing of equipment, supplies, or materials, the Contractor agrees to pay for the same in full. At the time of payment by the City, the Contractor shall certify in writing that said payments have been so made.

This is a Time and Material (T&M) type contract. The Not to Exceed estimate is in accordance with the Contractor’s T&M proposal and rates, as included in the attached proposal, dated XXXXXX. All labor charges shall be in accordance with the T&M rates provided therein. Invoiced hours shall be subject to City review and approval before payable.

The parties estimate that performance of this Contract will not exceed the Not to Exceed estimate. The Contractor shall notify the City Contracts Specialist in writing whenever it has reason to believe that the costs the Contractor expects to incur under this Contract in the following 60 days, when added to all costs previously incurred, will exceed 75 percent of the estimated cost specified herein; or the total cost for the performance of this Contract will be either greater or substantially less than had been previously estimated. As part of the notification, the Contractor shall provide the Contracts Specialist a revised estimate of the total cost of performing this Contract.

The City is not liable for any costs above the Not to Exceed estimate, and the Contractor is not obligated to continue performance under this Contract (including

actions under the Termination clause of this Contract) or otherwise incur costs in excess of the Not to Exceed estimate specified herein, until the City Contracts Specialist

(i) notifies the Contractor in writing that the estimated cost has been increased and

(ii) provides a revised estimated total not to exceed price of performing this Contract.

### 3. TERM OF CONTRACT

It is further agreed that the Contractor will start work promptly and continue to work diligently until completed. The Contract Period of Performance shall be as follows:

<u>Performance Period</u>	<u>Dates</u>	<u>Price</u>
---------------------------	--------------	--------------

Base Year:

Option Year One:

Option Year Two:

Option Year Three:

Option Year Four:

Option years may be exercised unilaterally by the City at the City's sole discretion. Pricing for option years shall be as indicated above. The City may elect not to exercise an option at any time before start of an option at no additional cost to the City. Further, the City shall have the unilateral option of extending services beyond the term of the Contract, including all options, for a period not to exceed a total of six (6) months if additional time is necessary to solicit and award a new Contract. Options to extend services shall be exercised upon written notification (mailed or otherwise furnished) to the Contractor at least fifteen (15) days prior to the expiration date of the Contract, or to extend Contract for up to four additional one year option periods at the City's sole discretion.

The total value of this Contract for all years shall not exceed \$XXXXXXX. The value and current funding is \$XXXXXXX for the base year.

OR

Contractor will start work promptly after the Notice to Proceed and continue to work diligently until completed. The Contractor shall complete all work on an as ordered basis throughout the Contract period which is Calendar Days after the Notice-to-Proceed ("Period of Performance") as per the specifications and drawings. The Contractor shall provide a two-year guarantee on all work performed under this Contract after the job has been completed and accepted.

#### 4. INSURANCE

The Contractor shall provide and maintain acceptable Insurance Policy(s) consistent with the Minimum Insurance Requirements attached as Appendix E, which includes Property, Liability and Professional Errors and Omissions coverage, and as otherwise listed in Appendix E. The City of Colorado Springs shall be reflected as an additional insured on the Property and Liability policy(s).

Further, Contractor understands and agrees that Contractor shall have no right of coverage under any existing or future City comprehensive, self, or personal injury policies. Contractor shall provide insurance coverage for and on behalf of Contract that will sufficiently protect Contractor, or Contractor's agents, employees, servants or other personnel, in connection with the services which are to be provided by Contractor pursuant to this Contract, including protection from claims for bodily injury, death, property damage, and lost income. Contractor shall provide worker's compensation insurance coverage for Contractor and all Contractor personnel. Contractor shall file applicable insurance certificates with the City and shall also provide additional insurance as indicated in this Contract. ***A CURRENT CERTIFICATE OF INSURANCE IS REQUIRED PRIOR TO COMMENCEMENT OF SERVICES LISTING THE CITY AS ADDITIONALLY INSURED.***

#### 5. RESPONSIBILITY OF THE CONTRACTOR

- A. Contractor shall satisfactorily perform the professional services for all phases of the Project as indicated in Statement of Work, which is attached hereto and made a part hereof by reference.
- B. Upon completion of any phase or sub-phase, Contractor shall not proceed with work on the next phase or sub-phase, if any, until authorized in writing by City to proceed therewith.
- C. Such services shall include all usual and customary professional engineering services and the furnishing (directly or through its professional consultants) of customary and usual civil, structural, mechanical, electrical engineering, environmental, architectural and planning services. Unless expressly excepted, in Appendix A – Statement of Work hereto, Contractor shall also provide any other environmental, geotechnical, architectural, landscape architectural and surveying services incidental to its work on the Project. If architectural services are rendered, Contractor shall provide an attested statement on each drawing sheet that certifies the design complies with all applicable provisions of the Americans with Disabilities Act. In performing the professional services, Contractor shall complete the work items described generally in Statement of Work and the items identified in this Section 5 of this Contract which are applicable to each phase for which Contractor is to render professional services.

- D. Professional engineering services (whether furnished directly or through a professional consultant subcontract) shall be performed under the direction and supervision of a registered Professional Engineer in good standing and duly licensed to practice in the State of Colorado. Reproductions of final drawings for construction produced under this Contract shall be the same as at least one record set which shall be furnished to City and which shall be signed by and bear the seal of such registered Professional Engineer.
- E. Surveying work included within or reasonably contemplated by this Contract shall be performed under the direction and supervision of a registered Professional Land Surveyor in good standing and duly licensed to practice in the State of Colorado. All plats and surveys produced under this Contract shall be signed by and bear the seal of said Professional Land Surveyor.
- F. Any architectural services provided under this Contract shall be performed under the direction and supervision of an architect duly licensed and authorized.
- G. All drawings and specifications furnished by the Contractor under this Contract ("Drawings" and "Specifications") shall comply with all applicable building codes and requirements of regulatory agencies having any approval authority. Final design, including Drawings and Specifications, shall also comply with the 2010 ADA Standards for Accessible Design now existing and as may be amended, supplemented, or superseded from time to time ("ADA Standards"). Contractor shall include an attest statement on each record drawing sheet of final plan drawings that certifies that the design is compliant with the ADA Standards.
- H. The Contractor shall be responsible for the professional quality, technical accuracy, timely completion and the coordination of all designs, drawings, specifications, and other Statement of Work services furnished by the Contractor under this Contract, including that performed by Contractor's consultants, and including designs, Drawings, Specifications, reports and other services, irrespective of City's approval or acquiescence in same. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in services provided under this Contract to the satisfaction of the City.
- I. Contractor shall be responsible, in accordance with applicable law, to City for all loss or damage to City caused by Contractor's negligent act or omission; except that Contractor hereby irrevocably waives and excuses City and its attorneys from compliance with any requirement to obtain a certificate of review as a condition precedent to commencement of an action, including any such requirements set forth in Section 13-20-602, C.R.S. or similar statute.
- J. Contractor's professional responsibility shall comply with the standard of care applicable to the type of engineering and architectural services provided, commensurate with the size, scope and nature of the Project.

- K. Contractor shall be completely responsible for the safety of Contractor's employees in the execution of work under this Contract, shall provide all necessary safety equipment for said employees, and shall hold harmless and indemnify and defend City from any and all claims, suits, losses or injuries to Contractor's employees.
- L. Contractor acknowledges that, due to the nature of engineering and related professional services and the impact of same on the Project, City has a substantial interest in the personnel and consultants to whom Contractor assigns principal responsibility for services performed under this Contract. Consequently, Contractor represents that Contractor has selected and intends to employ or assign the key personnel and consultants identified in Appendix \_\_\_\_ – "Identification of Personnel, Subcontractors and Task Responsibility", attached hereto for the Project assignments and areas of responsibility stated therein. Within 10 days of execution of this Contract, City shall have the right to object in writing to employment on the Project of any such key person, consultant or assignment of principal responsibility, in which case Contractor will employ alternate personnel for such function or reassign such responsibility to another to whom City has no reasonable objection. Thereafter, Contractor shall not assign or reassign Project work to any person to whom City has reasonable objection.

The key personnel listed in Appendix \_\_\_\_ – "Identification of Personnel, Subcontractors and Task Responsibility" will be the individuals used in the performance of the work unless objected to by the City as provided in the immediately preceding paragraph. If any of the listed key personnel leave employment or are otherwise not utilized in the performance of the work, approval to substitute must be obtained by the Contractor from the City's delegated Project Manager. Any substitute shall have the same or a higher standard of qualifications that the key personnel possessed at the time of Contract award.

Within 5 days of execution of this Contract, Contractor shall designate in writing a Project representative who shall have complete authority to bind Contractor, and to whom City should address communications.

- M. Promptly after execution of this Contract and upon receipt of authorization from City to proceed, Contractor shall submit to City for approval a schedule showing the order in which Contractor proposes to accomplish its work, with dates on which it will commence and complete each major work item. The schedule shall provide for performance of the work in a timely manner so as to not delay City's time table for achievement of interim tasks and final completion of Project work, provided however, the Contractor will not be responsible for delays beyond its control.
- N. Before undertaking any work which Contractor considers beyond or in addition to the scope of work and services which Contractor has contractually agreed to

perform under the terms of this Contract, Contractor shall advise City in writing (i) that Contractor considers the work beyond the scope of this Contract, (ii) the reasons the Contractor believes the out of scope or additional work should be performed, and (iii) a reasonable estimate of the cost of such work. Contractor shall not proceed with such out of scope or additional work until authorized in writing by City. The compensation for such authorized work shall be negotiated, but in the event the Parties fail to negotiate or are unable to agree as to compensation, then Contractor shall be compensated for his direct costs and professional time at the rates set forth in Exhibit \_\_\_\_ – "Fee Schedule".

O. Design within Funding Limitation: The Contractor shall accomplish the design services required under this Contract so as to permit the award of a construction contract at a price that does not exceed the estimated construction contract price plus ten percent (10%) as set forth below.

1. When lowest responsive and responsible bids or proposals for the construction contract are received that exceed the estimated price, the Contractor shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Contract. However, the Contractor shall not be required to perform such additional services without additional compensation if the unfavorable bids or proposals are the result of conditions beyond its reasonable control i.e. City directed scope changes, unknown design problems are encountered, or a volatile construction market at the time of bid as compared to the construction market at the date this Contract is executed.

2. The Contractor must promptly advise the Project Manager if it finds that the Project being designed will exceed or is likely to exceed the funding limitations and it is unable to design the Project within the funding limitation.

3. The estimated construction contract price for the Project described in this Contract is \$XXXXXXXX (plus 10%).

P. The City's review, approval of, acceptance of, or payment for the services required under this Contract shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the City for any and all damages to the City caused by the Contractor's negligent performance of any of the services furnished under this Contract.

Q. The rights and remedies of the City provided for under this Contract are in addition to any other rights and remedies provided by law.

R. If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

- S. The Contractor shall be obligated to provide services as an expert witness in connection with any public hearings or legal "proceedings" for a period of five (5) years following the completion of the Project. The Contractor shall be reimbursed for such service unless the basic issue of such hearing or "proceeding" concerns sufficiency of the Contractor services as outlined in this Contract. The Contractor hereby agrees to relieve the City from all claims and liability due to the Contractor's negligence.
- T. The design of architectural, structural, mechanical, electrical, civil, or other engineering features of the work to be performed under this Contract shall be accomplished or reviewed and approved by architects or engineers registered in the state of Colorado to practice in the professional field involved.

## **6. WORK OVERSIGHT**

- A. The extent and character of the work to be done by the Contractor shall be subject to the general approval of the City's delegated Project Manager.
- B. If any of the work or services being performed does not conform with Contract requirements, the City may require the Contractor to perform the work or services again in conformity with Contract requirements, at no increase in Contract amount. When defects in work or services cannot be corrected by re-performance, the City may (1) require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements and (2) reduce the Contract price to reflect the reduced value of the work or services performed.
- C. If the Contractor fails to promptly perform the defective work or services again or to take the necessary action to ensure future performance is in conformity with Contract requirements, the City may (1) by Contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such work or service or (2) terminate the Contract for breach of contract.

## **7. SUBCONTRACTORS, ASSOCIATES, AND OTHER CONTRACTORS**

- A. Any subcontractor, outside associates, or other contractors used by the Contractor in connection with Contractor's work under this Contract shall be limited to individuals or firms that are specifically identified by the Contractor in the Contractor's proposal and agreed to by the City. The Contractor shall obtain the City's Project Manager's written consent before making any substitution of these subcontractors, associates, or other contractors.
- B. The Contractor shall include a flow down clause in all of its subcontracts, agreements with outside associates, and agreements with other contractors.

The flow down clause shall cause all of the terms and conditions of this Contract, including all of the applicable parts of the Contract Documents, to be incorporated into all subcontracts, agreements with outside associates, and agreements with other contractors. The flow down clause shall provide clearly that there is no privity of contract between the City and the Contractor's subcontractors, outside associates, and other contractors.

## **8. KEY PERSONNEL**

The key personnel listed in the proposal and/or below will be the individuals used in the performance of the work. If any of the listed key personnel leave employment or are otherwise not utilized in the performance of the work, approval to substitute must be obtained by the Contractor from the City's Project Manager. Any substitute shall have the same or a higher standard of qualifications that the key personnel possessed at the time of Contract award.

## **9. START AND CONTINUANCE OF WORK**

It is further agreed that the Contractor will start work promptly and continue to work diligently until this Contract is completed.

## **10. APPROPRIATION OF FUNDS**

This Contract is expressly made subject to the limitations of the Colorado Constitution and Section 7-60 of the Charter of the City of Colorado Springs. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Colorado Springs, contrary to Article X, § 20, Colo. Const., or any other constitutional, statutory, or charter debt limitation. Notwithstanding any other provision of this Contract, with respect to any financial obligation of the City which may arise under this Agreement in any fiscal year after the year of execution, in the event the budget or other means of appropriation for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure (i) shall act to terminate this Contract at such time as the then-existing and available appropriations are depleted, and (ii) neither such failure nor termination shall constitute a default or breach of this Contract, including any sub-agreement, attachment, schedule, or exhibit thereto, by the City. As used herein, the term "appropriation" shall mean and include the due adoption of an appropriation ordinance and budget and the approval of a Budget Detail Report (Resource Allocations) which contains an allocation of sufficient funds for the performance of fiscal obligations arising under this Contract.

## **11. CHANGES**

The Contractor and the City agree and acknowledge as a part of this Contract that no change order or other form or order or directive may be issued by the City which requires additional compensable work to be performed, which work causes the

aggregate amount payable under the Contract to exceed the amount appropriated for this Contract as listed above, unless the Contractor has been given a written assurance by the City that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision of this Contract. The Contractor and the City further agree and acknowledge as a part of this Contract that no change order or other form or order or directive which requires additional compensable work to be performed under this Contract shall be issued by the City unless funds are available to pay such additional costs, and, regardless of any remedy-granting provision included within this Contract, the Contractor shall not be entitled to any additional compensation for any change which increases or decreases the Contract completion date, or for any additional compensable work performed under this Contract, and expressly waives any rights to additional compensation, whether by law or equity, unless, prior to commencing the additional work, the Contractor is given a written change order describing the change in Contract completion date or the additional compensable work to be performed, and setting forth the amount of compensation to be paid, and such change order is signed by the authorized City representative, as defined below. The amount of compensation to be paid, if any, shall be deemed to cover any and all additional, direct, indirect or other cost or expense or profit of the Contractor whatsoever. It is the Contractor's sole responsibility to know, determine, and ascertain the authority of the City representative signing any change order under this Contract.

No change, amendment, or modification to this Contract shall be valid unless duly approved and issued in writing by the City of Colorado Springs Procurement Services Division. The City shall not be liable for any costs incurred by the Contractor resulting from work performed for changes not issued in writing by the City of Colorado Springs Procurement Services Division.

The following personnel are authorized to sign changes, amendments, or modifications to this Contract.

The Project Manager: Changes up to \$14,999.99

The City of Colorado Springs Chief of Staff: Changes up to \$499,999.99

The Mayor of the City of Colorado Springs: Unlimited

## **12. ASSIGNMENT**

No assignment or transfer by the Contractor of this Contract or any part thereof or of the funds to be received thereunder by the Contractor will be recognized unless such assignment has had the prior written approval of the City and the surety has been given due notice of such assignment. Such written approval by the City shall not relieve the Contractor of the obligations under the terms of this Contract. In addition to the usual recitals in assignment contracts, the following language must be included in the assignment:

It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

### **13. CHOICE OF LAW**

This Contract is subject to and shall be interpreted under the law of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs, Colorado, a Colorado home rule city. Court venue and jurisdiction shall be exclusively in the Colorado District Court for El Paso County, Colorado. The Parties agree that the place of performance for this Contract is deemed to be in the City of Colorado Springs, El Paso County, State of Colorado. The Contractor shall ensure that the Contractor and the Contractor's employees, agents, officers and subcontractors are familiar with, and comply with, applicable Federal, State, and Local laws and regulations as now written or hereafter amended.

### **14. WORKERS' COMPENSATION INSURANCE**

Contractor shall take out and maintain during the Period of Performance, Colorado Worker's Compensation Insurance for the Contractor and all employees of the Contractor. If any service is sublet by the Contractor, the Contractor shall require the subcontractor to provide the same coverage for the subcontractor and subcontractor's employees. Workers' Compensation Insurance shall include occupational disease provisions covering any obligations of the Contractor in accord with the provisions of the Workers' Compensation Act of Colorado.

### **15. INDEMNIFICATION**

The Consultant shall indemnify and hold harmless the City, its enterprise(s), associated and/or affiliated entities, successors, or assigns, its elected officials, officers, employees, agents, and volunteers from and against all liabilities, claims, actions, damages, losses, and expenses, including without limitation reasonable attorneys' fees and costs, arising out of or resulting in any way from the performance of professional services for the City under this Contract and caused by any willful or negligent error, omission, or act of or a failure to observe any applicable standard of care by the Consultant or any person employed by it or anyone for whose acts the Consultant is legally liable. The Consultant hereby irrevocably waives and excuses City and its attorneys from compliance with any requirement to obtain a certificate of review as a condition precedent to commencement of an action, including any such requirements set forth in Section 13-20-602, C.R.S. or similar statute. In consideration of the award of this Contract, to the extent damages are covered by insurance, the Consultant agrees to waive all rights of subrogation against the City, its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers for losses arising from

the work performed by the Consultant for the City. The indemnification obligation shall survive the expiration or termination of this Contract

## **16. INDEPENDENT CONTRACTOR**

In the performance of the Contractor's obligations under this Contract, it is understood, acknowledged and agreed between the parties that the Contractor is at all times acting and performing as an independent contractor, and the City shall neither have nor exercise any control or direction over the manner and means by which the Contractor performs the Contractor's obligations under this Contract, except as otherwise stated within the Contract terms. The City shall not provide any direction to the Contractor on the work necessary to complete the project. Contractor understands that it is an independent contractor responsible for knowing how to perform all work or tasks necessary to complete project. The Contractor understands and agrees that the Contractor and the Contractor's employees, agents, servants, or other personnel are not City employees. The Contractor shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits or any other form of compensation or benefit to the Contractor or any of the Contractor's employees, agents, servants or other personnel performing services or work under this Contract, whether it is of a direct or indirect nature. Further in that regard, it is expressly understood and agreed that for such purposes neither the Contractor nor the Contractor's employees, agents, servants or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement or any other benefits whatsoever.

## **17. APPLICABLE LAW AND LICENSES**

In the conduct of the services or work contemplated in this Contract, the Contractor shall ensure that the Contractor and all subcontractors comply with all applicable state, federal and City and local law, rules and regulations, technical standards or specifications. The Contractor shall qualify for and obtain any required licenses prior to commencement of work.

## **18. PRIOR AGREEMENTS**

This is a completely integrated Contract and contains the entire agreement between the parties. Any prior written or oral agreements or representations regarding this Contract shall be of no effect and shall not be binding on the City. This Contract may only be amended in writing, and executed by duly authorized representatives of the parties hereto.

## **19. INTELLECTUAL PROPERTY**

The Parties hereby agree, and acknowledge, that all products, items writings, designs, models, examples, or other work product of the Contractor produced pursuant to this Contract are works made for hire, and that the City owns, has, and

possesses any and all ownership rights and interests to any work products of the Contractor made under this Contract, including any and all copyright, trademark, or patent rights, and that compensation to the Contractor for Agreement and acknowledgment of this intellectual property right section of this Contract is included in any compensation or price whatsoever paid to the Contractor under this Contract. It is the intent of the parties that the City shall have full ownership and control of the Contractor's work products produced pursuant to this Contract, and the Contractor specifically waives and assigns to the City all rights which Contractor may have under the 1990 Visual Artists Rights Act, federal, and state law, as now written or later amended or provided. In the event any products, items writings, designs, models, examples, or other work product produced pursuant to this Contract is deemed by a court of competent jurisdiction not to be a work for hire under federal copyright laws, this intellectual property rights provision shall act as an irrevocable assignment to the City by the Contractor of any and all copyrights, trademark rights, or patent rights in the Contractor's products, items writings, designs, models, examples, or other work product produced pursuant to this Contract, including all rights in perpetuity. Under this irrevocable assignment, the Contractor hereby assigns to the City the sole and exclusive right, title, and interest in and to the Contractor's products, items writings, designs, models, examples, or other work product produced pursuant to this Contract, without further consideration, and agrees to assist the City in registering and from time to time enforcing all copyrights and other rights and protections relating to the Contractor's products, items writings, designs, models, examples, or other work product in any and all countries. It is the Contractor's specific intent to assign all right, title, and interest whatsoever in any and all copyright rights in the Contractor's products, items writings, designs, models, examples, or other work product produced pursuant to this Contract, in any media and for any purpose, including all rights of renewal and extension, to the City. To that end, the Contractor agrees to execute and deliver all necessary documents requested by the City in connection therewith and appoints the City as Contractor's agent and attorney-in-fact to act for and in Contractor's behalf and stead to execute, register, and file any such applications, and to do all other lawfully permitted acts to further the registration, prosecution, issuance, renewals, and extensions of copyrights or other protections with the same legal force and effect as if executed by the Contractor; further, the parties expressly agree that the provisions of this intellectual property rights section shall be binding upon the parties and their heirs, legal representatives, successors, and assigns.

## **20. WAIVERS**

No waiver of default by the City of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the Contractor shall be construed, or shall operate, as a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained to be performed, kept, and observed by the Contractor.

## **21. THIRD PARTIES**

It is expressly understood and agreed that enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, and nothing contained in this Contract shall give or allow any such claim or right of action by any other or third person or entity on such Contract. It is the express intention of the Parties hereto that any person or entity, other than the Parties to this Contract, receiving services or benefits under this Contract shall be deemed to be incidental beneficiaries only.

## **22. TERMINATION**

### **A. Termination for Convenience.**

By signing this Contract, Contractor represents that it is a sophisticated business and enters into the Contract voluntarily, has calculated all business risks associated with this Contract, and understands and assumes all risks of being terminated for convenience, whether such risks are known or not known. Contractor agrees that the City may terminate this Contract at any time for convenience of the City, upon written notice to the Contractor. Contractor expressly agrees to and assumes the risk that the City shall not be liable for any costs or fees of whatsoever kind and nature if termination for convenience occurs before Contractor begins any work or portion of the work. Contractor further expressly agrees and assumes the risks that the City shall not be liable for any unperformed work, anticipated profits, overhead, mobilizations costs, set-up, demobilization costs, relocation costs of employees, layoffs or severance costs, administrative costs, productivity costs, losses on disposal of equipment or materials, cost associated with the termination of subcontractors, costs associated with purchase orders or purchases, or any other costs or fees of any kind and nature, if Contractor has started or performed portions of the Contract prior to receiving notice from the City. The City shall be liable only for the portions of work Contractor actually satisfactorily completed up to the point of the issuance of the Notice of Termination for convenience. Upon receipt of this notice the Contractor shall immediately: discontinue all services affected (unless the notice directs otherwise), and deliver to the City all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.

**B. Termination for Cause:** The occurrence of any one or more of the following events ("Event of Default") will justify termination for cause:

- i. Contractor's failure to perform the work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule as adjusted from time to time.
- ii. Contractor's disregard of the laws or regulations of any public body having jurisdiction.

- iii. Contractor's disregard of the authority of Project Manager.
- iv. Contractor's violation in any material provision of the Contract Documents.
- v. Contractor's failure to make prompt payments to its subcontractors, and suppliers of any tier, or laborers or any person working on the work by, through, or under the Contractor or any of them, any all of their employees, officers, servants, members, and agents.
- vi. Contractor files a petition commencing a voluntary case under the U.S. Bankruptcy Code, or for liquidation, reorganization, or an arrangement pursuant to any other U.S. or state bankruptcy Laws, or shall be adjudicated a debtor or be declared bankrupt or insolvent under the U.S. Bankruptcy Code, or any other federal or state laws relating to bankruptcy, insolvency, winding-up, or adjustment of debts, or makes a general assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they become due, or if a petition commencing an involuntary case under the U.S. Bankruptcy Code or an answer proposing the adjudication of Contractor as a debtor or bankrupt or proposing its liquidation or reorganization pursuant to the Bankruptcy Code or any other U.S. federal or state bankruptcy laws is filed in any court and Contractor consents to or acquiesces in the filing of that pleading or the petition or answer is not discharged or denied within sixty (60) Calendar Days after it is filed.
- vii. A custodian, receiver, trustee or liquidator of Contractor, all or substantially all of the assets or business of Contractor, or of Contractor's interest in the Work or the Contract, is appointed in any proceeding brought against Contractor and not discharged within sixty (60) Calendar Days after that appointment, or if Contractor shall consent to or acquiesces in that appointment.
- viii. Contractor fails to commence correction of defective work or fails to correct defective work within a reasonable period of time after written notice.

If one or more of the events identified in Paragraphs i-viii above occur, City may give Contractor written notice of the event and direct the event be cured. Any such Notice to Cure will provide Contractor a minimum of ten (10) calendar days to prepare and submit to the Project Manager a plan to correct the Event of Default. If such plan to correct the Event of Default is not submitted to the Project Manager within ten (10) days after the date of the written notice or such plan is unacceptable to the City, the City may, give Contractor (and the Surety, if any) written notice that Contractor's services are being terminated for cause. Upon delivery of the termination notice, City may terminate the services of Contractor in whole or in part, exclude Contractor from the site, and take possession of the work and of all Contractor's tools, appliances, equipment, and machinery at the project site, and use the same to the full extent they could be used by Contractor (without liability to

Contractor for trespass or conversion), incorporate in the work all materials and equipment stored at the site or for which City has paid Contractor but which are stored elsewhere, and finish the work as City may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until Certificate of Completion of the work. In the event City terminates this Contract for Cause and the cost of completing the work exceeds the unpaid balance of the Contract price, Contractor shall pay City for any costs of completion which exceed the Contract price when combined with all amounts previously paid to Contractor. When exercising any rights or remedies under this paragraph City shall not be required to obtain the lowest price for the work performed. Should the cost of such completion, including all proper charges, be less than the original Contract price, the amount so saved shall accrue to the City. Neither the City nor any officer, agent or employee of the City shall be in any way liable or accountable to the Contractor or the Surety for the method by which the completion of the said work, or any portion thereof, may be accomplished or for the price paid.

Where Contractor's services have been so terminated by City, the termination will not affect any rights or remedies of City against Contractor or Surety then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by City will not release Contractor from liability.

C. Termination Notice. Upon receipt of a termination notice, whether for convenience or cause, the Contractor shall immediately: discontinue all services affected (unless the notice directs otherwise), and deliver to the City all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.

D. Removal of Equipment. Except as provided above, in the case of termination of this Contract before completion from any cause whatever, the Contractor, if notified to do so by the City, shall promptly remove any part or all of Contractor's equipment and supplies from the property of the City, failing which the City shall have the right to remove such equipment and supplies at the expense of the Contractor.

## **23. BOOKS OF ACCOUNT AND AUDITING**

The Contractor shall make available to the City if requested, true and complete records, which support billing statements, reports, performance indices, and all other related documentation. The City's authorized representatives shall have access during reasonable hours to all records, which are deemed appropriate to auditing billing statements, reports, performance indices, and all other related documentation. The Contractor agrees that it will keep and preserve for at least seven years all documents related to the Contract which are routinely prepared, collected or compiled by the Contractor during the performance of this Contract.

The City's Auditor and the Auditor's authorized representatives shall have the right at any time to audit all of the related documentation. The Contractor shall make all

documentation available for examination at the Auditor's request at either the Auditor's or Contractor's offices, and without expense to the City.

## **24. ILLEGAL ALIENS**

Illegal Aliens – Public Contracts for Services – Compliance with Title 8, Article 17.5, Colorado Revised Statutes: The Contractor acknowledges, understands, agrees, and certifies that: In the performance of any work or the provision of any services by the Contractor under this Contract, the Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract; or enter into a contract with any subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or under the subcontract to this Contract. The Contractor certifies in accord with Section 8-17.5-102(1) C.R.S. that, on the date the Contractor signs this Contract, the Contractor does not knowingly employ or Contract with an illegal alien who will perform work under this Contract and that the Contractor shall participate in the e-verify program or Colorado Department of Labor and Employment program in order to confirm the employment eligibility of all employees who are newly hired for employment or to perform work under this Contract. The Contractor is expressly prohibited from using the e-verify program or Colorado Department of Labor and Employment program procedures to undertake pre-employment screening of job applicants while this Contract and any services under this Contract are being performed. If the Contractor obtains actual knowledge that a subcontractor performing work under this Contract for services knowingly employs or contracts with an illegal alien, the Contractor shall notify the subcontractor and the City within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien, and terminate the subcontract with the subcontractor if within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the Contract with the subcontractor if during the three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. The Contractor shall comply with any request by the City, federal government, or the Colorado Department of Labor and Employment made in the course of an investigation. If the Contractor violates or fails to comply with any provision of C.R.S. 8-17.5-101 et seq, the City may terminate this Contract for breach of contract. If this Contract is so terminated, the Contractor shall be liable for any actual and consequential damages to the City.

## **25. COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT OF 1986**

Contractor certifies that Contractor has complied with the United States Immigration Reform and Control Act of 1986. All persons employed by Contractor for performance of this Contract have completed and signed Form I-9 verifying their identities and authorization for employment.

## **26. LABOR**

The Contractor shall employ only competent and skilled workmen and foremen in the conduct of work on this Contract. The Contractor shall at all times enforce strict discipline and good order among Contractor's employees. The Project Manager shall have the authority to order the removal from the work of any person, including Contractor's or any subcontractor's employees, who refuses or neglects to observe any of the provisions of these Plans or Specifications, or who is incompetent, abusive, threatening, or disorderly in conduct and any such person shall not again be employed on the Project.

In no event shall the City be responsible for overtime pay.

## **27. GRATUITIES**

- A. This Contract may be terminated if the Mayor, the Mayor's designee, and/or the Procurement Services Manager determine, in their sole discretion, that the Contractor or any officer, employee, agent, or other representative whatsoever, of the Contractor offered or gave a gift or hospitality to a City officer, employee, agent or Contractor for the purpose of influencing any decision to grant a City contract or to obtain favorable treatment under any City contract.
- B. The terms "hospitality" and "gift" include, but are not limited to, any payment, subscription, advance, forbearance, acceptance, rendering or deposit of money, services, or anything of value given or offered, including but not limited to food, lodging, transportation, recreation or entertainment, token or award.
- C. Contract termination under this provision shall constitute a breach of contract by the Contractor, and the Contractor shall be liable to the City for all costs of reletting the contract or completion of the project. Further, if the Contractor is terminated under this provision, or violates this provision but is not terminated, the Contractor shall be subject to debarment under the City's Procurement Regulations. The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **28. NON-DISCRIMINATION**

- A. In accord with section 24-34-402, C.R.S., the Contractor will not discriminate against any employee or applicant for employment because of disability, race, creed, color, sexual orientation, religion, age, national origin, or ancestry. But, with regard to a disability, it is not a discriminatory or an unfair employment practice for an employer to take into consideration disability if there is no reasonable accommodation that the employer can make with regard to the disability, the disability actually disqualifies the person from the job, and the disability has a significant impact on the job. The Contractor will take affirmative

steps to ensure that applicants are employed, and that employees are treated during employment without regard to their disability, race, creed, color, sexual orientation, religion, age, national origin, or ancestry. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship.

- B. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- C. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to disability, race, creed, color, sexual orientation, religion, age, national origin, or ancestry.
- D. Contractor will cooperate with the City in using Contractor's best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts or work under this Contract.

## **29. ORDER OF PRECEDENCE**

Any inconsistency in this Contract shall be resolved by giving precedence in the following order:

- A. This Contract document with its terms and conditions
- B. The Statement of Work
- C. Other Appendices, Attachments, Exhibits, or Schedules

## **30. HEADINGS**

The section headings contained in this Contract are for reference purposes only and shall not affect the meaning or interpretation of this Contract.

## **31. DISPUTES**

- A. All administrative and contractual disputes arising from or related to this Contract shall be addressed in the following manner:
  - i. If either Party disputes or disagrees with a Contract term or the other Party's interpretation of a Contract term or has any other administrative or contractual dispute not addressed in the Unanticipated Circumstances provisions, such Party shall promptly give the other Party written notice of said dispute.
  - ii. The Parties shall hold a meeting as soon as reasonably possible, but in no event later than thirty (30) calendar days from the initial written notice of the dispute, attended by persons with decision-making authority regarding

the dispute, to attempt in good faith to negotiate a resolution of the dispute; provided, however, that no such meeting shall be deemed to vitiate or reduce the obligations and liabilities of the Parties or be deemed a waiver by a Party of any remedies to which such Party would otherwise be entitled unless otherwise agreed to by the Parties in writing.

- iii. If, within thirty (30) calendar days after such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to non-binding mediation and to bear equally the costs of the mediation.
- iv. The Parties will jointly appoint a mutually acceptable mediator. If they fail to do so within twenty (20) calendar days from the conclusion of the negotiation period, they shall each select a mediator. The two mediators will then appoint a third mediator who shall conduct mediation for the Parties as the sole mediator.
- v. The Parties agree to participate in good faith in the mediation and negotiations for a period of thirty (30) calendar days. The substantive and procedural law of the State of Colorado shall apply to the proceedings. If the Parties are not successful in resolving the dispute through mediation, then the Parties shall be free to pursue any other remedy afforded by the laws of the State of Colorado.
- vi. Until final resolution of any dispute hereunder, the Contractor shall diligently proceed with the performance of this Contract as directed by the City. For purposes of this Contract, termination for convenience shall not be deemed a dispute. The City of Colorado Springs and the Contractor agree to notify each other in a timely manner of any claim, dispute, or cause of action arising from or related to this Contract, and to negotiate in good faith to resolve any such claim, dispute, or cause of action. To the extent that such negotiations fail, the City of Colorado Springs and the Contractor agree that any lawsuit or cause of action that arises from or is related to this Contract shall be filed with and litigated only by the Colorado District Court for El Paso County, CO.

### **32. DELIVERY**

The City may cancel this Contract or any portion thereof if delivery is not made when and as specified, time being of the essence in this Contract. Contractor shall pay the City for any loss or damage sustained by the City because of failure to perform in accordance with this Contract.

### **33. PAYMENTS**

All invoices shall be sent to the Project Manager identified in this Contract.

The City will pay the Contractor, upon submission of proper invoices, the prices stipulated in the Contract for services rendered and accepted, less any deductions

provided in this Contract within 30 days (Net 30). The City will not pay late fees or interest. Any discount payment terms offered on the invoice may be taken by the City.

Each invoice must contain at least the following information:

Contract number, issued purchase order number, invoice number, invoice date, timeframe covered by invoice, type and amount of labor and materials used for that time period, dollar amount in unit price, extended price, and total value of invoice.

#### IF T&M

The City will make payments for services on a monthly basis for services performed during the previous month in accordance with this Contract. All labor Invoices shall include labor categories, rates, hours worked, and total amounts per category. All labor categories and rates charged must be included in this Contract. No other categories or rates will be allowed or payable. All labor invoices are subject to City approval.

Materials will be payable on a reimbursable basis with no additional profit, fee, overhead, handling, or General and Administrative (G&A) costs. All costs for materials shall be approved by the City Contracts Specialist before the costs are incurred and payable.

The City will pay the Contractor, upon submission of proper invoices, the prices stipulated in the Contract for services rendered and accepted, less any deductions provided in this Contract within 30 days (Net 30). The City will not pay late fees or interest. Any discount payment terms offered on the invoice may be taken by the City.

### **34. INSPECTION OF SERVICES**

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the services furnished under this Contract conform to Contract requirements, including any applicable technical requirements for specified manufacturers' parts. This clause takes precedence over any City inspection and testing required in the Contract's specifications, except for specialized inspections or tests specified to be performed solely by the City.

- A. Definition of "services", as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made

available to the City during Contract performance and for as long afterwards as the Contract requires.

- C. The City has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. The City will perform inspections and tests in a manner that will not unduly delay the work.
- D. If the City performs inspections or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

### **35. SECURITY**

The City maintains security requirements regarding access to City buildings and other City workplaces and worksites on City property. All Contractor personnel accessing City buildings, workplaces, or worksites, may be required to produce a valid, Government issued picture identification. Contractor personnel lacking such identification may not be allowed access to such sites. No costs incurred by the Contractor due to City security requirements shall be allowable or payable under this Contract.

### **36. TIME IS OF THE ESSENCE**

In as much as the Contract concerns a needed or required service, the terms, conditions, and provisions of the Contract relating to the time of performance and completion of work are of the essence of this Contract. The Contractor shall begin work on the day specified and shall prosecute the work diligently so as to assure completion of the work within the number of calendar days or date specified, or the date to which the time for completion may have been extended.

### **37. EMPLOYMENT OF LABOR**

The Contractor shall comply with, and defend and hold the City harmless from any violation of all laws and lawful rules and regulations, both of the State of Colorado and of the United States, relating to Workmen's Compensation, unemployment compensation, Social Security, payment for overtime, and all other expenses and conditions of employment under this Contract.

### **38. SALES TAX**

The Contractor must have a tax-exemption certificate from the Colorado Department of Revenue for this project. The certificate does not apply to City of Colorado Springs Sales and Use Tax which shall be applicable. The tax exempt project number and the exemption certificate only applies to County, PPRTA (Pikes Peak Rural Transportation

Authority), and State taxes when purchasing construction and building materials **to be incorporated into this project.**

Furthermore, the exemption **does not** include or apply to the purchase or rental of equipment, supplies or materials that **do not become a part of the completed project or structure.** Such purchases and rentals are subject to full applicable taxation.

All contracts with subcontractors must include the City of Colorado Springs Sales and Use Tax on the work covered by the Contract, and other taxes as applicable.

Note: For all equipment, materials and supplies incorporated into the work purchased from vendors or suppliers not licensed to collect City Sales Tax (i.e. out of state suppliers, etc.), City Use Tax is due and payable to the City. The Contractor shall execute and deliver, and shall cause the Contractor's subcontractors to execute and deliver to the City Sales Tax Office, ST 16 forms listing all said equipment, materials and supplies and the corresponding use tax due, along with payment for said taxes. Any outstanding taxes due may be withheld from the final payment due the Contractor and may result in suspension of Contractor from bidding on City projects.

Forms and instructions can be downloaded at <https://coloradosprings.gov/sales-tax/page/construction-contractors>. Questions can be directed to the City Sales Tax Division at (719) 385-5903 or [Construction\\_SalesTax@coloradosprings.gov](mailto:Construction_SalesTax@coloradosprings.gov).

Our Registration Numbers are as follows:  
City of Colorado Springs  
Federal I.D.: 84-6000573  
Federal Excise: A-138557  
State Sales Tax: 98-03479

The Contractor's payment or exemption of State of Colorado, El Paso County and City Sales and Use Taxes shall be as specified herein.

### **39. SEVERABILITY**

If any terms, conditions, or provisions of this Contract shall be held unconstitutional, illegal, or void, such finding shall not affect any other terms, conditions, or provisions of this Contract.

### **40. LIABILITY OF CITY EMPLOYEES**

All authorized representatives of the City are acting solely as agents and representatives of the City when carrying out and exercising the power or authority granted to them under the Contract. There shall not be any liability on them either personally or as employees of the City.

#### **41. USE OF CITY NAME OR LOGO**

Except as otherwise provided in this Contract, the Contractor shall not refer to this Contract or the City of Colorado Springs in any advertising or promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the City of Colorado Springs, its employees, or its Departments, or is considered by these entities to be superior to other products or services. Any use of the name or logo of the City of Colorado Springs in advertising or promotions must be approved in writing by the City of Colorado Springs Contracts Specialist assigned to the Contract prior to such use.

#### **42. TRAVEL**

If travel expenses are included as a line item in this Contract, all travel expenses incurred and billable by the Contractor are subject to City approval. Air travel shall be limited to the round trip "economy coach" fare. Travel from the Colorado Springs Airport is encouraged. Unless there are extenuating circumstances, the Contract should take advantage of lower airfares by purchasing tickets more than 14 days in advance of travel. In-state travel by air must be more economical than travel by private vehicle. Use of a private vehicle may be reimbursed per mile at the current rate published by the IRS annually. Short-term parking, long-term parking or cab fare associated with airport departure and arrival may be allowable expenses. Valet parking will not be allowed unless it is the least expensive or only option. Car rental rates may be reimbursed for car rentals no greater than the intermediate or standard classification. The City will not reimburse any other travel methods or expenses. The City will pay for lodging, meals, and miscellaneous expenses on a per diem basis only, in accordance with the current per diem rates published by the IRS annually. The City will not pay for Contractor expenses exceeding the per diem rates. Receipts for all reimbursable expenses must be provided with the Contractor's invoice.

#### **43. ELECTRONIC SIGNATURES**

This Agreement and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be (i) an original, and all of which taken together shall constitute one and the same agreement, (ii) a valid and binding agreement and fully admissible under state and federal rules of evidence and (iii) enforceable in accordance with its terms.

#### **44. IVE APPENDICES**

The following Appendices are made a part of this Agreement:

1. Appendix A – Additional Terms and Conditions
2. Appendix B – Contractor's Proposal,
3. Appendix C – Statement of Work.
4. Appendix D – Project Schedule
5. Appendix E – Insurance Requirements

## CONTRACT SIGNATURE PAGE

The Contractor certifies in accord with Section 8-17.5-102(1) C.R.S. that, on the date the Contractor signs this Contract, the Contractor does not knowingly employ or Contract with an illegal alien who will perform work under this Contract and that the Contractor shall participate in the e-verify program or Colorado Department of Labor and Employment program in order to confirm the employment eligibility of all employees who are newly hired for employment or to perform work under this Contract. The Contractor is expressly prohibited from using the e-verify program or Colorado Department of Labor and Employment program procedures to undertake pre-employment screening of job applicants while this Contract and any services under this Contract are being performed.

**IN WITNESS WHEREOF**, the parties have caused these presents to be executed on the day and the year first above written.

This Contract is executed in one (1) original copy.

<b>THE CITY OF COLORADO SPRINGS, COLORADO:</b>

<b>SECOND PARTY:</b>
<b>SAMPLE CONTRACT ONLY</b>
Corporate Name
Signature <span style="float: right;">Date</span>
Title

### EXHIBIT 3 EXCEPTIONS

Print the words "no exceptions"(here) \_\_\_\_\_ if there are no exceptions taken to any of the terms, conditions, or specifications of these proposal documents or contract.

If there are exceptions taken to any of the terms, conditions, or specifications of the proposal document or contract, they must be clearly stated on a separate sheet of paper attached to this sheet and returned with your proposal.

**Note:** All potential Offerors are hereby advised that exceptions taken may be considered during the evaluation phase which may affect the final scoring of proposals. Offerors stipulating that the City must use their contract or agreement may be determined non-responsive and their Proposal determined unacceptable.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
(City, State and Zip Code)

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

Return this form with your Proposal.

## EXHIBIT 4 MINIMUM INSURANCE REQUIREMENTS

The following listed minimum insurance requirements shall be carried by all contractors and consultants unless otherwise specified in the City's solicitation package, Special Provisions, or Standard Specifications.

1.	X	Commercial General Liability for limits not less than \$2,000,000 combined single limit for bodily injury and property damage for each occurrence. Coverage shall include: a. Premises and Operations b. Personal/Advertising Injury c. Products/Completed Operations d. Liability assumed under an Insured Contract (including defense costs assumed under contract)
2.	X	Workers' Compensation and Employers Liability as required by statute. Employers Liability coverage is to be carried for a minimum limit of \$100,000.
3.	X	Automobile Liability covering any auto (including owned, hired, and non-owned autos) with a minimum of \$1,000,000 each accident combined single limit.
4.	X	Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts with limits of not less than \$2,000,000 per occurrence and in the aggregate. a. In the event that any professional liability insurance required by this Contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed. b. Policy shall contain a waiver of subrogation against the CITY.

Except for workers' compensation and employer's liability insurance, the **City of Colorado Springs and Pikes Peak Rural Transportation Authority must be named as additional insured**. Certificates of Insurance must be submitted before commencing the work and provide 30 days' notice prior to any cancellation, non-renewal, or material changes to policies required under the contract.

All coverage furnished by contractor is primary, and any insurance held by the City of Colorado Springs is excess and non-contributory.

The undersigned certifies and agrees to carry and maintain the insurance requirements indicated above throughout the contract Period of Performance.

\_\_\_\_\_  
(Name of Company)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

## **EXHIBIT 5 STATEMENT OF WORK FOR THE PLATTE AVENUE CORRIDOR STUDY (R20-T132AM)**

### **PROJECT GENERAL DESCRIPTION**

The City of Colorado Springs (City) is requesting the services of a consulting planning and engineering firm, or team, to perform the described professional services for a study of the Platte Avenue Corridor between I-25 and SH21 (Powers Boulevard). The study will evaluate existing conditions, analyze roadway and multimodal transportation needs, identify community desires, and define improvements for this 6-mile corridor. It will also provide a toolbox of information to help the City implement improvements in the future. The toolbox desired by the City includes; definition of corridor improvements, determination of logical improvement projects, prioritization of the improvements, identification of challenges, and provide improvement cost information for funding pursuit and budgeting.

### **PRIMARY GOALS OF PROJECT**

The primary goals of the project, as identified by the City to date, are as follows:

1. Define Corridor Improvement Plan
  - a. Operation and capacity improvements for Platte Avenue Corridor between Downtown and SH 21 (Powers Boulevard)
  - b. Connection improvements between Platte Avenue and I-25
  - c. Define improvement needs and desires
  - d. Multimodal transportation improvements
  - e. Level of aesthetic improvements desired
2. Obtain community support and informed consent for corridor improvements and their priorities
3. Create a toolbox that will provide information to help the City implement improvements in the corridor
4. Provide final Platte Avenue Corridor information to City by December 2021 for use in defining a potential future PPRTA ballot project list

### **1. PROJECT BACKGROUND INFORMATION**

The Platte Avenue Corridor is one of the major transportation corridors in the City of Colorado Springs. It is one of the five corridors identified in the East/West Mobility Study. Improvements to the corridor have been planned for over 20 years and some relatively minor improvements have been completed. Two parts of the corridor were included in the PPRTA II Ballot Initiative that was approved by the voters in November 2012. One of the projects, Platte Avenue Connection to I-25 Study, is focused on study of the transportation improvement needs of the connection between I-25 and Platte Avenue. This project was intended to extend from I-25 to Nevada Avenue. The other project, Platte Avenue Corridor Improvement Study, is focused on the portion of Platte Avenue between Nevada and Powers Boulevard. Both projects are studies and on the PPRTA "A-List".

The City, after discussions and internal scoping efforts over the past decade or more, is combining these two PPRTA II projects into one study effort. The primary reason for this is that using Nevada Avenue as a boundary for two separate studies is not the most effective way to develop Platte Avenue and connection to I-25 alternatives. Improvement to the Platte Avenue connection to I-25 has been looked at conceptually by both City staff and consultants. There are several potential alternatives that extend east of Nevada Avenue. In addition, there are also potential alternatives for the eastern part of the corridor for which the termination of that study at Nevada Avenue would not allow to be fully considered. The City believes that combining the two studies provides a larger range of alternatives to be developed and considered to address this challenging transportation corridor.

## **PROJECT SEGMENTS**

There are several segments of Platte Avenue that have different configurations, adjacent land uses and characters. Below are the five character segments that have been identified by the City and information about the existing characteristics of each.

**Segment 1 – Downtown:** This segment extends from I-25 (although Platte Avenue does not directly connect to I-25) and Wahsatch Street and an urban arterial configuration. There are four existing through lanes with right and left turn lanes in places. The land uses in this segment are businesses, apartments, and Palmer High School.

**Segment 2 – Middle Shooks Run:** This segment extends from Wahsatch Street to Union Boulevard and an urban arterial configuration. There are four existing through lanes with very few right and left turn lanes. The land uses in this segment are primarily residential housing and a few businesses.

**Segment 3 – Knob Hill:** This segment extends from Union Boulevard to Chelton Road and has an urban arterial configuration. There are four existing through lanes with right and left turn lanes. The land uses in this segment are primarily commercial businesses.

**Segment 4 – Eastern Platte Avenue:** This segment extends from Chelton Road and SH 21 (Powers Boulevard) has an expressway configuration. There are four existing through lanes with right and left turn lanes with limited access in this segment. Most of this segment also has frontage roads on the north and south sides of Platte Avenue. The land uses in this segment are the Citadel Mall, industrial businesses/properties, commercial businesses, and a neighborhood on the north side of Platte between Academy and Murray.

## **PROJECT FUNDING OVERVIEW**

The study is currently funded with 100% PPRTA II funding. Offerors should note that there have been discussions within the City about potentially moving some of the funding for this project to other PPRTA II projects. While the City is hopeful that some of the funding

from this project will be available for some preliminary design effort, it is possible that some funding may be reallocated to other PPTRA II A list needs.

Currently no funding has been identified for final design or construction of improvements on the Platte Avenue Corridor.

Since the scope and priority of improvements of Platte Avenue Corridor is not currently defined, the City has challenges pursuing funding for preliminary, final design, and construction. City needs to have defined needs, prioritized and information to help City staff develop an improvement program and pursue funding for Platte Avenue improvements.

## **SUMMARY OF CITY & TRANSPORTATION PLANNING EFFORTS**

The City has several approved plans or planning efforts that are currently underway that will guide, provide information, or may influence the Platte Avenue Corridor Study. Below are two groups of these plans for review and consideration by the Offerors.

### **APPROVED AND EXISTING PLANNING DOCUMENTS WHICH GUIDE OR INFLUENCE THE CORRIDOR:**

Below are a list of existing planning documents which the City believes provide guidance for or influence the Platte Avenue Corridor planning effort. The City has flagged some of the key reasons for each document's relevance to this study in the bullets beneath each item on the list.

#### **A. Plan COS (*available on City website*)**

1. Comprehensive Plan for the City of Colorado Springs
2. Defines vision and goals for future of the City
3. Defines Multimodal (Roadway, Transit, Bicycle, and Pedestrian) Transportation goals for community
4. Chapter 5: Strong Connections, outlines transportation system improvement approach for community. Platte Avenue is defined as a Typology 5: Special Focus Corridor, Smart Street Corridor, and a Multimodal Corridor.

#### **B. City Intermodal Transportation Plan (2001 and as amended) (*available with RFP*)**

1. Currently is the official plan until replaced by new City ITP via ConnectCOS Addendum includes key guidance for corridor
2. ITP Amendment, per the EWMS effort, identifies the following:
  - a. A more direct connection between Platte Avenue and I-25. The connection is proposed to be six lanes.
  - b. Expansion of Platte Avenue to six lanes between Academy and Powers Boulevard
3. Matched the desires of the Downtown Action Plan to improve the connection of Platte Avenue to the I-25 Bijou interchange

- C. East West Mobility Study (2002) *(available with RFP)*
  - 1. Defined Platte Ave as a key east west mobility corridor
  - 2. Defined North Nevada Recommended stronger connection between I-25 and Platte Ave.
  - 3. Recommended capacity and safety improvements to most of the Platte Avenue Corridor
  
- D. Mountain Metro Transit – Year 2045 Transit Plan (2020) *(available on City website)*
  - 1. A Downtown to Academy Boulevard Core Transit Corridor has been defined in the study. The recommended corridor update is to upgrade this connection to a core corridor and focus improvements in infrastructure. Improved connections and frequencies between downtown and the Hancock Plaza area are needed to meet potential future demand (given potential future population, employment, and trip growth).
  - 2. The route for this corridor generally follows the Platte Avenue and Boulder Street roadways.
    - a. West Core Transit Corridor (Part A) – Portion of route along Boulder Street between Nevada and the intersection of Platte/Boulder.
    - b. Eastern Core Transit Corridor (Part B) – Portion of route along Platte Avenue between the intersection of Platte/Boulder and Academy Boulevard
  - 3. MMT representatives consider the Boulder/Platte corridor to be a high capacity transit corridor. As a result, the corridor has potential to accommodate several types of types of transit including future Bus Rapid Transit (BRT) service.
  - 4. Defined Nevada Avenue and Academy Boulevard, which cross Platte Avenue as Core Transit Corridors. These two corridors that cross Platte Avenue have the potential for future BRT service routes.
  
- E. COS Bikes! Colorado Springs Bicycle Master Plan (2018) *(available on City website)*
  - 1. Many north south roadways crossing the Platte Avenue Corridor
  - 2. Roadways adjacent to Platte Avenue for which the Vision Plan shows bike lanes
  
- F. Experience Downtown Development and Master Plan (2017) *(available on City website)*
  - 1. Developed by the Downtown Development Authority
  - 2. Contains existing and future land use information for downtown
  - 3. Defines Platte Avenue and Bijou as Gateways to Downtown
  - 4. Recommendations for Downtown Colorado Springs transportation system refinements.
  - 5. Defines Platte Avenue between Cascade and Nevada as a pedestrian priority street
  - 6. Defines Platte Avenue east of Nevada as a Major Transportation Street
  
- G. Envision Shooks Run Facilities Master Plan (2017) *(available on City website)*
  - 1. Defines vision for the Shooks Run corridor crossing Platte Ave.
  - 2. Identified the area between Wahsatch and Prospect as a part of the Shooks Run Corridor that required additional study

- H. Envision Shooks Run Sustainable Infrastructure Plan (2018) *(available with RFP)*
  - 1. Provides conceptual design and other information crossing the Platte Avenue Corridor
  - 2. Project Data Summary Packages for Projects P-13, P-14, & P-15 provide additional details and information at Shooks Run near Platte Avenue
  - 3. Project Data Summary Packages for Projects P-09 provides additional details and information about Wahsatch Avenue at Platte
  - 4. Example of the direction the City would like for deliverables for the Platte Avenue Corridor relative to the implementation program & toolbox items
  - 5. Working Document for use by City Staff
  
- I. Colorado Department of Transportation – US 24 Planning and Environmental Linkages (PEL) Study (2018) *(available on CDOT website)*
  - 1. These documents provide information about expected growth and traffic coming into the interchange at US 24 and SH 21 (Powers Blvd).
  - 2. Evaluated US 24 transportation needs and solutions east of SH 21 (Powers Boulevard)
  - 3. Defined three alternatives, for future consideration, for portion of US 24 roadway configurations between SH 21 (Powers Boulevard) and Constitution
  
- J. Bridge Inventory & Condition Reports – Platte Avenue Corridor *(available with RFP)*
  - 1. The City obtains reports on major structures (over 20 feet) every two years as part of the CDOT Off-System Bridge Inventory and Inspection effort. The reports from 2018 are provided.
  - 2. Through the City Bridge Maintenance Program, the City has also inventoried and inspects minor structures (between 4 ft. and 20 ft. long). The reports from 2018 are provided.

Offerors should also note that there are several other City documents which also contain more general requirements, planning information about specific types of infrastructure, or design requirements and guidelines that have the potential to influence the Platte Avenue Corridor.

## **CURRENT CITY & PRIVATE PROJECTS WHICH MAY INFLUENCE THIS PROJECT**

Below is a list of known or potential key influences for this project:

- A. **ConnectCOS (City Intermodal Transportation Plan Update)** – Development of a new plan has been underway since fall 2019 and is anticipated to be complete in mid-2021. The City believes that, by the time this project is underway in late 2020, ConnectCOS will have advanced to a point where the Platte Avenue Corridor needs have been updated or confirmed.

Due to the potential influences ConnectCOS has on the Platte Avenue Corridor, the City has developed a whitepaper to provide additional information about this effort.

The purpose of this document is to provide Offerors developing proposals with information and a common baseline.

- B. **Complete Streets Guidance** – The City Complete Streets Guidance effort is expected to be completed by fall 2020. This document will influence and provide guidance for typical sections on Platte Avenue and streets crossing Platte.
- C. **Banning Lewis Ranch Master Plan** – This master plan update is being performed by a developer and is currently underway. The schedule and date of completion of the master plan update is currently unknown. The influence of this effort is the future traffic generated by the development and anticipated schedule for growth.
- D. **Platte over Sand Creek Bridge Replacement Project** – This project is underway and construction of the project is currently scheduled to start in fall 2020. The influence this project has is the configuration change of Platte Ave. just west of SH21/Powers Blvd that will be a part of this project. This project will widen the bridge over Sand Creek and add a signalized intersection at Platte Avenue and Space Center Road.

Note that future traffic count efforts will likely be affected by this project's construction effort. This is because of the detours that are anticipated to be necessary to build this project.

## **PLATTE AVENUE CONNECTION TO I-25**

Improvement of the connection of Platte Avenue to I-25 has been considered to be an important goal for the City and regional transportation system since the City acquired ownership of the road. The details of this connection were partially defined via the City ITP Amendment in 2002. However, a significant amount of discussion and conceptual alternative development has been had informally within the City and consultant community. As a result, many ideas concerning alternatives and concepts for the connection have been developed. The thinking has been appropriate, but it has also created confusion concerning the range of alternatives to be developed and evaluated. As background, in 2002, the City Intermodal Transportation Plan was amended due to the EWMS project efforts. The amendment defined Platte Avenue as a Significant East-West Corridor. For this portion of Platte Avenue, it also identified improvement to the connection between I-25 and Platte Avenue. Per the ITP Amendment:

*“Provide a more direct connection between Platte Avenue and I-25 via Cascade Avenue and the Bijou Street interchange as recommended in the Downtown Action Plan.”*

The Corridor Improvement Priorities section of the ITP Amendment, Phase 2, also states:

*“Construct the Platte Avenue connection to the Bijou Interchange (6-lanes)”*

The City believes that the full range of improvement alternatives, from minor to major types of improvements, should be considered in this project. City staff is working diligently to have the ConnectCOS define and/or narrow the range of alternatives concerning the transportation system route strength. Reaching this goal will not occur until at least late 2020. As a result, for development of proposals Offerors are encouraged to be unconstrained and creative with alternatives for the connection.

### **PLATTE AVENUE CORRIDOR – DOWNTOWN TO SH 21 (POWERS BLVD.)**

This part of the corridor has several different types of land use groups and roadway configurations. So previous planning do not appear to have fully defined the improvement goals and approach for this part of the corridor. Some of this is because there was a lack of consensus for parts of the corridor, such as the neighborhood between Nevada and Union. As a result, there is also confusion concerning the improvements needed in this segment of the corridor.

In 2002, the City Intermodal Transportation Plan was amended due to the EWMS project efforts. The amendment defined Platte Avenue as a Significant East-West Corridor. For this portion of Platte Avenue the amendment stated, “Expand Platte Avenue to six lanes from Academy Boulevard to Powers Boulevard”. It appears that this information clarifies the improvements in this area.

Between Nevada and Academy there are many potential alternatives. The City believes that the full range of improvement alternatives, from minor to major types of improvements, should be considered in this area of the project. Note that, due to bridge condition issues for El Paso/Return Road, and the Envision Shooks Run project evaluation, there was internal City discussion about making the existing underpass where El Paso Street passes over Platte Avenue an at-grade intersection.

### **PARTNERS AND STAKEHOLDERS**

Below is a list of known or potential key stakeholders for this project. This list also includes people who have the potential to be impacted by the changes due to the future improvements made by the study recommendations. There are likely others that either have, unintentionally, not been included in the list or who have not yet been identified.

- A. *CITY ADMINISTRATION AND ENTERPRISES*: This project is being led by the Capital Improvement Group of Public Works. There will be several internal City partners that include Traffic Planning & Engineering, Planning and Development (primarily the Comprehensive and Urban Planning groups), Mountain Metro Transit, Stormwater, Economic Vitality, Real Estate, and Parks, Recreation & Cultural Services. City Enterprises (Colorado Springs Utilities and Memorial Hospital, and maybe others) will also be project partners.
- B. *GOVERNMENT AGENCIES*: Colorado Department of Transportation, PPACG, School District 11, Pikes Peak Rural Transportation Authority, and others.

- C. *COMMUNITY*: CONO, Downtown Partnership, Citadel Mall, Property Owners, Business Owners & Tenants, Olympic Training Center, Neighborhood Residents, commuters, UPRR/BNSF (potentially), and others.
- D. *PLATTE AVENUE CORRIDOR USERS*: Platte Avenue Corridor users, local and commuter, and adjacent land users.

### **MISCELLANEOUS CORRIDOR ISSUES**

The City is currently working on obtaining additional information about the first two of these issues. Our intent is to provide the information to the consultant team selected for this project.

- A. General Palmer Statue – The statue of General Palmer in the intersection of Platte Avenue and Nevada was located in that intersection via a ballot issue approved by the community nearly 100 years ago. In past discussion about the potential relocation of this statue there has been significant resistance to changing the location of the statue. This is anticipated to be an issue with the alternatives developed and considered in this project. The process for potentially relocating this statue is unknown, but has the potential to require a City ballot initiative in a future election if there are alternatives that require this to be considered further.
- B. Monument Valley Park Deed Reverters – Monument Park located between I-25 and west of Cascade has deed reverters that would return the park property to heirs of General Palmer for uses not defined in the deed. This has the potential to be a fatal flaw for an alternative, or require special measures to obtain permission for an alternative to be selected, to cross the park.
- C. UPRR/BNSF Railroads – Currently there are no railroads crossing Platte Avenue. However, the potential range of alternatives to connect Platte to I-25 may require railroad involvement in the project either during the study or due to future implementation of corridor improvements.
- D. Colorado Department of Public Health & Environment PFAS – Addressing this issue is anticipated to create project expenses for future infrastructure projects in the City of Colorado Springs. This is due to the cleanup requirements when PFAS contamination of ground and surface water is encountered during underground exploration and construction activities. The City would like the financial implications (if any) of PFAS cleanup to be estimated and the implications of contamination considered for the corridor in the Platte Avenue Corridor Study.

In September 2017 the City received notification from the Hazardous Materials and Waste Management Division of CDPHE that it is proposing new site specific groundwater standards. The notification concerned perfluorooctonic acid (PFOA) and peflouroctyl sulfaonate (PFOS). These are per- and polyfouralkyl substances (PFAS)

that are a family of human-made chemicals that do not occur naturally in the environment. These substances are found in toxic firefighting foam and many other sources. The City was notified that they were in an area where PFAS issues existed, which was confirmed in a 2020 testing program by CDPHE.

The PFAS issue is currently focused on drinking water supply contamination. Currently CDPHE, with the EPA, is studying and evaluating how to address PFAS drinking water and groundwater contamination. Since PFAS has been an unregulated contaminant in Colorado, identification of contaminated areas and addressing the health risks are not completely understood and therefore is a work in progress. The eastern portion of Platte Avenue Corridor is within or along PFAS Area 7 as it was defined by Colorado Springs Utilities. As a result, the City recognizes that there is potential for PFAS contamination in that portion of the Platte Corridor.

PFAS testing was conducted at the Platte Avenue over Sand Creek bridges for the bridge replacement project. No PFAS contamination was identified in that area per the test results.

The City does not believe that PFAS will be an issue affecting the performance of the Platte Avenue Corridor Study since consultant teams will not be interacting with groundwater or river water during the project. However, it does recognize that this is an issue that may affect City infrastructure improvement projects in the future. So additional funding, consideration, and safety measures may be necessary during the design, and construction efforts.

- E. Platte Avenue Corridor Traffic Counts – There are a couple of issues that are going to make collection of traffic count data and issue for this project. The first is that construction of the Platte Avenue Bridge over Sand Creek is scheduled to start in fall 2020. This project will detour Platte Avenue traffic to one lane of travel in each direction on one of the existing bridges over Sand Creek. The second is that the impact of COVID-19 on traffic has been significant. The result of these two issues is that there is a challenge for obtaining traffic counts that have value for this project effort.

City staff discussed this issue during development of this RFP. It was decided that the City would obtain traffic counts in late summer/early fall 2020 or prior to the start of the PACS effort. The City also explored several other ways to obtain traffic count and forecasting information for the corridor. The traffic count information and any other information developed or obtained by the City will be available to the selected consultant.

- F. Existing Pavement Sections – Because the corridor was once owned and maintained by CDOT, the City is not fully aware of the types of existing pavement sections in the corridor. Based on project work along the corridor the City has observed different pavement sections in different parts of the corridor. Some of these have included concrete pavement overlaid with asphalt. This has potential to create additional costs

for removal of pavement or new pavement in the future that may need to be considered in the development of project conceptual cost estimates.

- G. Existing Hazardous Materials Contamination – The City recognizes that there is potential for hazardous material contamination along the Platte Avenue Corridor. This has potential to create additional costs for removal of pavement or new pavement in the future that may need to be considered in the development of project conceptual cost estimates.

## **2. GENERAL DESCRIPTION AND SCOPE**

This project will plan for the future requirements for City infrastructure improvements to the Platte Avenue Corridor between I-25 and SH 21 (Powers Blvd.) The primary infrastructure improvement planning will be focused on the transportation and intermodal (roadway, bridge, pedestrian, bicycle, and transit) needs for the corridor. However, the City requests consultants include planning effort for, or consideration of, storm water, street lighting, signalization, signing, striping, utilities, maintenance, geotechnical issues, real estate, parks, trails, economic vitality, and funding opportunities. Since City infrastructure serves the community, please also consider how existing land use and potential future changes may influence infrastructure needs. To accomplish the objectives of this project, the project study scope must, as a minimum, include the following tasks:

- A. Project Management & Coordination
- B. Topographic & Planimetric Mapping And Surveying
- C. Data Collection
- D. Existing Conditions Evaluation and Documentation
- E. Public Information and Participation Process
- F. Transportation Planning, Traffic Forecasting & Engineering
- G. Environmental Resource Identification & Evaluation
- H. Utility Information and Coordination
- I. Property Ownership And Right-Of-Way Research
- J. Geotechnical Investigation & Pavement Design
- K. Storm water & Drainage
- L. Alternative Development
- M. Alternative Analysis & Screening
- N. Development Of Conceptual Design
- O. Development Of Conceptual Estimates
- P. Implementation Program & Toolbox Development
- Q. Future Platte Avenue Corridor Improvement Funding

## **3. PROJECT PLANNING AND CONCEPTUAL DESIGN PROCESS**

The City is requesting that Offerors propose a project planning, conceptual design approach, and process that is appropriate for this project. As a result, this part of the RFP outlines the minimum requirements for the proposals or clarifies requirements defined by

the City for the Platte Avenue Corridor Study. It also includes requests for consultant recommendations for several items and issues.

## **CORRIDOR PLANNING APPROACH OVERVIEW**

The overall goal of this project is to determine how best to improve our community. The information needed from the Platte Avenue Corridor Study effort will define the corridor improvement concept and provide City staff with information and tools to fund and program infrastructure improvement projects. One of the bigger challenges of determining the infrastructure needs is that the City of Colorado Springs is an organization with several missions and several types of infrastructure. Because of this implementation of infrastructure improvements needs to consider addressing the City infrastructure, community planning, and economic vitality needs. This is important because it is the best and most effective approach for the City of Colorado Springs to provide our community with the infrastructure, amenities, and approaches to continue to make our City better. In addition, it also identifies the community improvements and their costs to satisfy the missions of several divisions or groups in the City. As a result, while the Platte Avenue Corridor Study is primarily focused on multimodal transportation corridor improvements, it also needs to identify other types of improvements needed. This approach is necessary to help City staff have the appropriate discussions about partnerships (funding or support) and most importantly what is, and is not, included in the implementation of a future project.

We recognize that a broader approach to the Platte Avenue Corridor Study is not easy to accomplish. However, our experience and observations of implementing transportation improvement projects demonstrates that many non-transportation focused improvements are regularly added to projects. These non-transportation focused improvements are usually the right types of things to include in a project. But they also create significant issues with transportation infrastructure improvement project budgets that are often described as scope creep or result in underfunded projects. The benefit of the broader approach to corridor planning is that we will be able to start with an understanding of the overall improvement needs and desires. Then, as a second step, either whittle down the overall improvements into infrastructure improvement projects per the responsibilities each City division/group or develop implementation and funding partners within, and sometimes outside, the City of Colorado Springs governmental organization.

As a result of the information above, the City is requesting that Offerors approach the Platte Avenue Corridor Study with a broader planning approach. This will help the community get the most from their investments and City staff accomplish this by making decisions based on solid information.

## **PROJECT KEY ISSUE APPROACH AND RECOMMENDATIONS**

Below is a list of key issues the City has identified and is requesting an approach and/or recommendations in the proposals. Addressing these issues may be incorporated into the consultant proposal in either the project approach or addressed as a separate section in the proposal. We recognize the challenge of addressing these separately, so are

comfortable with the Offeror providing brief cross references so that information is not repeated in the proposals.

- A. **ConnectCOS Coordination** – Recommendations for information sharing and coordination of ConnectCOS and the Platte Avenue Corridor Study efforts between the beginning of PACS and City approval of ConnectCOS.
- B. **Public Information & Communication** – Approach and recommendations for the process, and values provided by your team for the public information and communication for this project.
- C. **Downtown Partnership Experience Downtown Master Plan** – Approach and recommendations for addressing Platte Avenue Corridor needs and solutions relative to the Downtown Partnership’s Downtown Plan and potential future changes in that plan. This should include I-25 and Platte Avenue Connection alternatives and recommendations for how to approach and develop solutions in this part of the Platte Corridor.
- D. **Platte Avenue Corridor Traffic Forecasting** – Approach to traffic demand expectations on Platte Avenue due to potential growth and future land use changes in and east of the project limits.
- E. **Project Implementation Toolbox** – Approach and recommendations for the Project Implementation Toolbox information development proposed by the consultant team. Describe the toolbox your team will provide to assist the City in implementing and funding improvements in the future and the how it will benefit the City of Colorado Springs. This should include how your team will develop early action corridor improvement and potential project information and recommendations for inclusion in a potential PPRTA III ballot measure in 2022. Note that this information would need to be available by late 2021.
- F. **Recommendations for Additional Services** – Recommendations of services, not requested in this RFP, or not typically required in a planning project, that the City should consider including in the contract of the selected Consultant Team and the benefits these services would provide. Include suggestions for additions or changes to the Core Project Deliverables requested by the City in Exhibit 5.6 and the values they would provide.

Offeror should be aware that the selection process includes scoring of these issues separately from other parts of the proposal. See Section II and Exhibit 7 for additional information.

## **PROJECT MANAGEMENT & COORDINATION**

Primary coordination for all activities with the City will be through the City's Project Manager. Additional coordination is to be performed with the City Project Team which has been created in association with this project.

It is anticipated that the consultant team may have project coordination meetings with the City PM on a regular basis throughout the project. In addition, the City requests that there are Project Progress Meetings held at least once a month.

The consultant is required to provide monthly project progress reports, initial project schedule and updates (when appropriate), monthly invoices (with a project financial summary), meeting minutes, and filing system for all project documentation.

The City requires the consultant team to have a Quality Assurance & Control plan and implementation of QA/QC activities for this project. It may be a plan that is standard practice or specific to the lead consultant for this project.

#### Special Project Requirements or Requests

- A. The City plans to provide a small team of City staff members to work with the consultant team throughout the project. It is anticipated that this team will attend the Project Progress Meetings and be lead contacts for communication with their Division or Group within the City. This team will be called the City Project Team.
- B. Since the City and PPRTA have both formal council, board, advisory committees, and other types of regularly scheduled meetings, it is anticipated that presentations will be necessary. These presentations typically occur at key milestones in a project. As part of the Offerors' proposals, the City is requesting that there be an overview of a recommendation of those presentations for this project. Note that these efforts are separate from those required for approval of the plan developed in this project even though in may involve some of these community groups.
- C. Since this project is a study, the City requests that the QA/QC process for a study be outlined in the proposal. This plan should be submitted within 30 days of the project notice to proceed.

#### **TOPOGRAPHIC & PLANIMETRIC MAPPING AND SURVEYING:**

The City shall provide City and Colorado Springs Utilities GIS data. The Consultant will be required to complete the CSU FIMS/Geospatial Data License Agreement to use this information. The project is required to be on the City FIMS Coordinate System and Datum defined in the paragraph below.

City FIMS Coordinate System and Datum Definition – The horizontal and vertical coordinate system and datum shall be consistent with the coordinate system and datum currently in use by Colorado Springs Utilities (CSU). The horizontal system to be used is the Colorado State Plane Coordinate System, Central Zone, North American Datum of

1983 (NAD83), and the vertical system is the National Geodetic Vertical Datum of 1929 (NGVD29).

### Special Project Requirements or Requests

- A. The City does not believe that development of aerial mapping or extensive field survey is required for the study portion of this project. However, it is recognized that it may be appropriate to obtain field survey of a limited number of specific areas. In addition, the City recognizes a need for both aerial mapping and field survey for the design phases of the project, because it makes it appropriate to include this expertise on the consultant team. As a result, the City requests that both of types of expertise be included in the consultant project team for this project.

### **DATA COLLECTION**

The City of Colorado Springs, Colorado Springs Utilities and PPACG have substantial existing information related to the project corridor available as part of our standard and customized GIS coverages, our access to ESRI demographic and market study information, and as part of the detailed working *Profile* the City has prepared for this planning area. This information will be made available to the Consultant for best use in further development and design of the proposed project. A listing of generally available data is included per this Exhibit 5. The consultant must collect all information necessary to verify and augment existing and available information, and identify and collect all additional information necessary to complete all elements of the analysis and tasks and requirements for the project.

### **EXISTING CONDITIONS EVALUATION AND DOCUMENTATION**

Consultant recommendation of the approach and process is requested to be included as part of the proposals.

### **PUBLIC INFORMATION AND PARTICIPATION PROCESSES**

The selected Consultant will be required to develop and participate in a Public Involvement/Information process in coordination with the Project Manager and the City Public Communications Office. This will require contact, coordination and/or presentations to adjoining property owners and community groups. This will also involve individual stakeholder contacts and at least two public meetings. Other public information efforts (i.e. flyers, newsletters, citizen advisory group, website, etc.) will be necessary to keep all affected interests updated on the progress of the project and to obtain input. It is anticipated that the selected Consultant will develop a project communications plan utilizing the Systematic Development of Informed Consent, or equal, method of public involvement. The City will require the consultant team to develop a Public Involvement Plan early in the project as part of this effort.

The public information and public meetings will be coordinated by City staff in communication with the Consultant. However, the Consultant will be responsible for representing and defending the technical aspects of this plan at the planned public and stakeholder meetings. The City's Public Communications Office and/or the Comprehensive Planning Division will facilitate all media coordination and news releases as may be necessary throughout this project.

#### Special Project Requirements or Requests

The City believes that providing information to the community in project specific ways is important to the success of City projects. City is requesting the consultant team to outline the approach to the items below in their proposal. Note that many of the public information and participate efforts will need to be coordinated with the City Public Communications Office.

- A. The City believes that providing information on the City website will be appropriate for this project. Please outline your team's approach and recommendations for either a separate project specific website or use of the City of Colorado Springs website.
- B. The consultant team may want to provide information via newsletters, graphics, photos, video, mailings, and other visual presentation methods as part of the public process.
- C. There are several agencies such as: City enterprises (hospital, parking, golf course, and others), school districts, state, federal, and others that may need to be involved or informed of the project.

#### **TRANSPORTATION PLANNING, TRAFFIC FORECASTING & ENGINEERING:**

The effort in this task includes identification, forecasting, analysis, evaluation, and development of recommendations for all modes of transportation (vehicle, transit, pedestrian, and bicycle) for the corridor. This is an important effort for the project because it will define the problems and needs in on and crossing Platte Avenue. Consultant recommendation of the approach and process is requested to be included as part of the proposal.

The minimum effort required for this project includes the following tasks:

- A. Collection and review of existing traffic studies and reports
- B. Obtaining traffic model from the City Intermodal Plan effort (anticipated to be an improvement of the PPACG Regional Model)
- C. Collection of traffic counts and/or data (See the Miscellaneous Issues in Section 5.1 for additional information)
- D. Development of an existing traffic model and analysis of Levels of Service
- E. Identification and analysis of the potential for future land uses to affect traffic volumes and patterns.
- F. Future traffic forecasting

- G. Traffic analysis and evaluation of alternatives developed in this project. This would include analysis of both the roadway links and intersection traffic capacity and Levels of Service.
- H. Development of a traffic report (which may, or may not, be included in the Platte Avenue Corridor Study text or appendix)

## **ENVIRONMENTAL RESOURCE IDENTIFICATION & EVALUATION**

Because this project effort is focused on analysis and planning, a comprehensive environmental process as outlined in the National Environmental Policy Act (NEPA) guidelines will not be required for project. However; critical environmental issues and potential permitting issues within the corridor are expected to be generally identified at this stage and addressed for potential impacts and future process implications. The goal of this is to identify issues for future improvement project budgeting and scheduling. In addition, this information will be useful because the City of Colorado Springs may be using federal funding for future implementation of the corridor study recommended improvements. The environmental effort should focus on, at least, historic resources, hazardous materials, wetland, noise, environmental justice, and any other that are appropriate.

### *Special Project Requirements or Requests*

The City does not believe that development of NEPA environmental documentation is required for the study portion of this project. However, due the potential for future federal and state funding and other environmental resource impact/mitigation issues, make it appropriate to include this expertise on the consultant team. As a result, the City requests that this expertise included in the consultant project team for this project.

## **UTILITY INFORMATION & COORDINATION**

Obtaining existing utility and proposed utility improvement information for both private and Colorado Springs Utilities (CSU) is important to this study because utilities often create either schedule implications or costs for the future infrastructure improvement projects. The City believes this is a high level type of effort for a study. For this project, the goal of this task is to identify medium and major utilities, identify potential utility relocation issues, and obtain/develop cost estimates due to the corridor improvements. The City is requesting consultant teams provide a recommendation of the approach and process is requested to be included as part of the proposals.

Note that identification and development of the cost of utility relocations for utilities owned by Colorado Springs Utilities is very important for City projects because all or some of the costs become City project responsibilities depending on the funding source of the City project and/or age of the utility. This is due to the Executive Agreement between the City and CSU (a City Enterprise) which defines the responsibility for the cost of relocation of CSU infrastructure.

### Special Project Requirements or Requests

The City does not believe that development of SUE quality plans are required for the study portion of this project. However, the cost implications of utilities for future implementation and the potential for design work may be provided to the selected consultant for this project make it appropriate to include this expertise on the consultant team. As a result, the City requests that SUE development expertise included in the consultant project team for this project.

### **PROPERTY OWNERSHIP AND RIGHT-OF-WAY RESEARCH:**

An understanding and graphic representation of existing right-of-way (ROW), property, easements, ownership, and relationships to adjoining properties will be essential for the completion of this project. For the study portion of this project a GIS layer will be made available to the consultant by the City. This information will enable the consultant team to make use of existing documents including GIS layers, subdivision plats and recorded documents. However, when necessary, additional verification of ROW, easements, and deed restrictions may be required.

The City has existing contracts with title companies for title report development that are available for use on this project. The value of the use of these contracts is the rate for obtaining title commitments and is already established. If title reports are needed for this project, this may be an option for both the City and consultant team to consider. Note that the need for title commitments is expected to be for only specific properties during the study phase of this project.

### Special Project Requirements or Requests

- A. A survey of existing right-of-way property is not required in the study portion of this project. However, if the project advances to design, it may be necessary in a future task order. As a result, the City requests that a survey consultant with capability in development and review of right-of-way plans be included in the project team.
- B. Research of Deed Restrictions on properties that may be impacted by project concepts is anticipated to be necessary. It is anticipated that there may be Deed Restrictions that could potentially be fatal flaws to some improvement alternatives.
- C. The City anticipated that the consultant will need to perform some research to obtain copies of key property ownership and right-of-way documents. This may include: plats and maps filed with the City, County, State or other agencies, affecting the street rights-of-way, including easements and apparent rights-of-way, within the project boundary. The Consultant will not be required to prepare a right-of-way map showing existing and proposed right-of-way lines, easements, apparent rights-of-way, monuments recovered, mathematical data and dimensions necessary to establish the existing and proposed rights-of-way in the field.

### **GEOTECHNICAL INVESTIGATION & PAVEMENT DESIGN**

Not required for the study phase of this project. However, the PFAS issue, due to the potential cost implications of PFAS for future implementation, may generate need for some geotechnical investigation and water contaminant analysis during the study effort.

### Special Project Requirements or Requests

The City does not believe that development of geotechnical investigation and pavement design are required for the study portion of this project. However, potentially advancing the project into design make it appropriate to include this expertise on the consultant team. As a result, the City requests that this expertise included in the consultant project team for this project.

## **STORMWATER AND DRAINAGE**

A corridor drainage study will be developed to identify drainage patterns, conveyance systems, and permanent storm water quality and detention requirements. The goal of the study will be to identify issues, construction costs and land acquisition requirements early in the project planning.

Since it is anticipated that this infrastructure improvements will include either impacts or require improvements, this has the potential to have significant cost implications for the future implementation of improvements on Platte Avenue. Consultant recommendation of the approach and process is requested as part of the proposals

## **ALTERNATIVES DEVELOPMENT**

Consultant recommendation of the approach and process is requested as part of the proposals

## **ALTERNATIVE ANALYSIS & SCREENING:**

An analysis of alternatives will be an essential. Review criteria to be used in the analysis should include traffic and accident analysis, mobility, impacts on existing and planned neighborhoods, impacts on existing and planned businesses, and cost. The "Alternative Analysis" will start with baseline assumptions, and then evaluate objective land use capacity scenarios then be refined to reflect public input. The alternatives analysis will also need to include various access modifications based on the access guidelines developed for the corridor. This public input will be achieved through the public involvement/information process. The selected Consultant for this project will support the public process with technical information and will actively participate in the public involvement session(s) including individual meetings with affected property owners. The outcome of this analysis will be the identification of the "preferred alternative" which will be presented graphically in a manner that will allow users of the plan to have a clear understanding of the plan and its potential implications for the City and individual impacted properties.

The alternatives analysis will be determined in detail as the project progresses, but will, as a minimum, include the following:

- A. Base case- consistent with current PPACG modeling projections and current functional classifications
- B. One or more “buildout” scenarios based on redevelopment capacity assumptions
- C. One or more generalized “multi-modal” cross sections and functional classifications which respond to recommended redevelopment scenarios
- D. Screening of the full range of transit options to determining potential viability

#### **DEVELOPMENT OF CONCEPTUAL DESIGN FIGURES:**

Consultant recommendation of the approach and process is requested as part of the proposals

#### **DEVELOPMENT OF CONCEPTUAL COST ESTIMATES**

Development of this information is a very important part of this project because it is the basis of all future funding pursuit and requests. The City is requiring that cost estimates developed for City projects use the AACE International Recommended Practice No. 18R-97, Cost Estimate Classification System – As Applied in Engineering, Procurement, and Construction for the Process Industries. The purpose of the City requirement is to improve cost estimate development so that better information is available and more appropriate funding amounts are pursued for projects. In general, the document has guidelines for items that should be included in cost estimates and classifies cost estimates for the level of information available to produce the estimate. Use of Class 5 estimates will be used during the project. The City would like Class 4 estimates for the alternative selected for implementation. Since this document has a copy write, a sample of this document has been included in the documents provided by the City.

The cost estimates prepared for the selected alternative shall include construction, design, environmental, utility, right-of-way, contingency, construction management, and other appropriate costs.

#### **Special Project Requirements or Requests**

The consultant is required to provide the City with the year the costs in the engineer’s estimate was based on. The purpose of this is so that the estimates can be updated based on estimated inflation for the year of implementation.

#### **IMPLEMENTATION PROGRAM & TOOLBOX DEVELOPMENT:**

The City is requiring consultant teams to provide information to facilitate the transition from planning to engineering for this project. The goal of this effort is to provide City staff, and others, with information and tools to help with corridor improvement programming,

project scoping, funding pursuit, development of partners, risk assessment, and other similar tasks.

The items required in the implementation program include recommended improvement priorities, improvement phasing, and implementation schedule, in 5-year blocks, for the entire corridor. The City requests that this program also include a list of potential early action activities and projects.

The Toolbox needs to include at least descriptions of the improvements, conceptual design drawings, priority, funding requirements, implementation information and considerations, and program conceptual cost estimates.

#### *Special Project Requirements or Requests*

The deliverable does not have a set format, but the minimum contents are included in Exhibit 5.5 Project Deliverables.

### **FUTURE PLATTE AVENUE CORRIDOR IMPROVEMENT FUNDING**

The City needs assistance with the identification of potential funding sources for future implementation of this project. The effort should not only identify potential funding sources but also provide information and/or recommendations concerning which funding sources would be best pursued for different parts of the overall improvements defined in the study. Consultant recommendations of the approach and process for this is requested as part of the proposals

One of the primary goals of this project is to provide information about Platte Avenue Corridor infrastructure needs to the City by December 2021 for use in defining a potential future PPRTA ballot project list. This is important because it is probably the first funding opportunity that will be available to fund Platte Avenue transportation improvements.

#### *Special Project Requirements or Requests*

It is required that the consultant team provide final transportation improvement projects needed in the Platte Avenue Corridor by December 2021. This information shall include:

- A. descriptions of the improvements
- B. conceptual design drawings
- C. priority
- D. program conceptual cost estimates and funding requirements

Draft recommendations are required in October 2021. The format for the draft recommendations is flexible, but needs to include descriptions of the improvements and conceptual cost estimates at a minimum.

#### **4. DESIGN PHASE**

Design, both preliminary and final, of any of the Platte Avenue Corridor improvements recommended during the development of the Corridor Study are currently unfunded. However, the City may request design services in the future from the Consultant selected for this project. As a result, the City is requesting a section addressing potential future design services be included in the proposals. A maximum of 1 page of the Consultant Proposal can be allocated to address the “Design Phase”.

Note that not all services that may be necessary for the project have been defined in this scope of work. As a result, the City may allow additional services, and subconsultants if needed, to be added to the project in future stages of this project.

#### **5. CORE PROJECT DELIVERABLES**

The nature of this project creates opportunity for the Consultant Team to provide deliverables to the City in several types of packages and/or formats. The City of Colorado Springs has some required and requested deliverables due to either city ordinances and codes or tools that are desired to assist the City with implementation of corridor improvements. As a result, the City is requesting that the Consultants include recommended deliverable packages with descriptions, and their formats in their proposals. Deliverables required/requested include:

- A. **Platte Avenue Corridor Study** – This document is required because it the normal type of documentation for a transportation corridor study.
  1. Executive Summary
  2. Corridor Needs and Existing Conditions
  3. Corridor Infrastructure Improvement Plan
  4. Public Involvement Summary
  5. Key Corridor Issues
    - a. Identification of drainage issues
    - b. Identify critical environmental and permitting issues along the corridor. Utilize the Risk Assessment approach from the City of Colorado Springs Project Management Manual (page 28)
    - c. Locate existing utilities and develop and plan for protecting or modifying each utility.
    - d. An existing ownership map will be prepared and ROW/easement needs will be identified.
  6. Conceptual Design for Corridor – Roadway conceptual design to include design criteria, concept geometric layout, typical sections, drainage studies, utility investigations, construction phasing and construction cost estimating.
  
- B. **Platte Multimodal Transportation & Traffic Study** (*may be included in, or be an appendix to, the Platte Avenue Corridor Study*) – This study will be a summary of multimodal transportation (roadway, transit, bike, and pedestrian) conditions, needs and recommendations. In addition, the study will include a traffic study that identifies

existing and future traffic volumes. It will need to include transportation engineering analysis to examine the number of through lanes, turning lanes, access points, and signalization along the corridor. It will identify potential impacts and modification to existing facilities, minimum reconstruction requirements, and safe ADA compliant pedestrian facilities.

**C. Project Implementation Toolbox** (*may be included in, or be an appendix to, the Platte Avenue Corridor Study*) – The goal of this document is to provide information to City staff so that funding pursuit, project scoping, prioritization of improvements, scheduling, and internal and external partners can be performed more efficiently and effectively.

1. Corridor Infrastructure Improvement Priorities
2. Recommended Implementation Program
3. Early Action Recommendations & Opportunities
4. Project Prioritization Approach & Methods
5. Risk Assessment Evaluation of projects
6. Project Summary Packages – Project descriptions, figure, priority, funding requirements, funding responsibilities/potential partnerships, potential early action items, implementation information, scheduling factors and issues, cost estimates, and special issues or considerations.

**D. Public Involvement Plan** – This plan will summarize the public involvement approach and methods to guide the project public, agency, and City involvement efforts.

These deliverables may be combined or reorganized, with City concurrence, prior to being submitted to the city.

## **6. OTHER PROJECT DATA AVAILABLE FOR PROPOSAL DEVELOPMENT**

In addition to the items described in Exhibit 5.2 and those that have been attached as Appendices to the RFP, there are a few additional data sources available for proposal development:

- A. City Accident Data
- B. FIMS Mapping and Data (available for selected consultant or can be purchased from CSU).

**EXHIBIT 6 – QUALIFICATION STATEMENT**

**CITY OF COLORADO SPRINGS QUALIFICATION STATEMENT**

This statement will provide information which will enable the City to evaluate the qualifications of your firm and staff with regard to the requirements of this Request for Proposal. Please complete this form in its entirety and submit it (in the number of copies requested) along with the other required proposal documents. If a request in the Qualification Statement is contained in the proposal, indicate the section in the proposal where that information can be found.

**(PRINT)**

FIRM NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY STATE ZIP: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
AUTHORIZED SIGNATURE: \_\_\_\_\_  
PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_  
E-MAIL ADDRESS: \_\_\_\_\_

**1. TYPE OF BUSINESS**

**2. TYPE OF LICENSE & LOCATION**

CORPORATION  INDIVIDUAL   
PARTNERSHIP  JOINT VENTURE  \_\_\_\_\_  
OTHER: \_\_\_\_\_

**3. TYPE OF SERVICE TO BE PROVIDED FOR RFP:** \_\_\_\_\_

**4. NUMBER OF YEARS IN BUSINESS:** \_\_\_\_\_

**5. ON A SEPARATE SHEET PROVIDE A BRIEF HISTORY OF YOUR FIRM, STAFF SIZE AND EXPERIENCE. SUBMIT A RESUME FOR THE PROJECT MANAGER AND EACH KEY PERSONNEL ASSIGNED TO THIS PROJECT.**

**6. WHAT OTHER NAME(S) HAS YOUR COMPANY OPERATED UNDER:** \_\_\_\_\_

**7. HAVE YOU OR YOUR FIRM EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU?** YES  NO  IF "YES", EXPLAIN:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**8. HAS ANY OFFICER OR PARTNER OF YOUR ORGANIZATION EVER BEEN AN OFFICER OR PARTNER OF ANOTHER ORGANIZATION THAT FAILED TO COMPLETE A CONTRACT WITHIN THE LAST FIVE (5) YEARS?** YES  NO   
IF "YES", EXPLAIN:

**QUALIFICATION STATEMENT – PAGE 2**

9. HAS YOUR FIRM OR ANY PARTNERS OR OFFICERS EVER BEEN INVOLVED IN ANY BANKRUPTCY ACTION? YES  NO  IF "YES", EXPLAIN:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. ARE YOU PRESENTLY INVOLVED IN ANY LITIGATION WITH ANY GOVERNMENT AGENCY? YES  NO  IF "YES", EXPLAIN TYPE, KIND, PLAINTIFF, DEFENDANT, ETC., AND STATE THE CURRENT STATUS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. BANK REFERENCE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT: \_\_\_\_\_ PHONE: \_\_\_\_\_

12. LIST THREE (3) SIMILAR PROJECTS (LOCAL OR STATE-WIDE) **FROM LAST FIVE (5) YEARS**-INCLUDE LOCATION OF PROJECT, SIZE OF PROJECT (CONTRACT AMOUNT), CONTACT NAME, ADDRESS, TELEPHONE NUMBERS  
NOTE: DETAILED INFORMATION ON THESE PROJECTS MAY ALSO BE REQUESTED IN THE RFP PACKAGE.

1. Location of Project: \_\_\_\_\_  
Size of Project: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_  
Contact Name and Title: \_\_\_\_\_  
Contract Address: \_\_\_\_\_  
Contact telephone and FAX Numbers: \_\_\_\_\_
2. Location of Project: \_\_\_\_\_  
Size of Project: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contract Address: \_\_\_\_\_  
Contact telephone and FAX Numbers: \_\_\_\_\_
3. Location of Project: \_\_\_\_\_  
Size of Project: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contract Address: \_\_\_\_\_  
Contact telephone and FAX Numbers: \_\_\_\_\_

13. LIST **CURRENT** SIMILAR PROJECTS (LOCAL OR STATE-WIDE) UNDER CONTRACT- INCLUDE LOCATION OF PROJECT, SIZE OF PROJECT (CONTRACT AMOUNT) CONTACT NAME, ADDRESS, TELEPHONE NUMBERS.

NOTE: DETAILED INFORMATION ON THESE PROJECTS MAY ALSO BE REQUESTED IN THE RFP PACKAGE.

1. Location of Project: \_\_\_\_\_  
Size of Project: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_  
Contact Name and Title: \_\_\_\_\_

\_\_\_\_\_  
Contact Address:  
\_\_\_\_\_

\_\_\_\_\_  
Contact telephone and FAX Numbers:  
\_\_\_\_\_

2. Location of Project: \_\_\_\_\_  
Size of Project: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_  
Contact Name and Title: \_\_\_\_\_  
Contact Address: \_\_\_\_\_  
Contact telephone and FAX Numbers: \_\_\_\_\_

3. Location of Project: \_\_\_\_\_  
Size of Project: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_  
Contact Name and Title: \_\_\_\_\_  
Contact Address: \_\_\_\_\_  
Contact telephone and FAX Numbers: \_\_\_\_\_

14. LIST OF SUB-CONTRACTORS TO BE USED FOR THIS PROJECT:  
(INCLUDE NAME, ADDRESS, TELEPHONE NUMBER, TYPE OF WORK)

1. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Type of Work: \_\_\_\_\_
2. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Type of Work: \_\_\_\_\_
3. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Type of Work: \_\_\_\_\_

**IF ADDITIONAL INFORMATION IS PROVIDED ON A SEPARATE SHEET FOR ANY OF THE ITEMS, CLEARLY SPECIFY WHERE IT CAN BE LOCATED IN YOUR PROPOSAL PACKAGE.**

## EXHIBIT 7 – EVALUATION SCORESHEET

### PROPOSAL EVALUATION SCORE SHEET R20-T132AM PLATTE AVENUE CORRIDOR STUDY

Proposer's Name: \_\_\_\_\_

Evaluator's Name: \_\_\_\_\_

RFP EVALUATION CRITERIA DESCRIPTION	SCORE
<p><b>1. MANAGEMENT AREA</b> The Offeror must explain its method of managing the work to be performed. The content must include, but no necessarily be limited to, the following information</p>	
<p><b>A. Project Management</b></p>	
<p>In this area, the Offeror should provide a plan of operation, to include management of personnel, workload, schedule, and budget. It should also include an organization chart which demonstrates clear and effective lines of authority, responsibility, and communication for management, supervisory, and technical personnel. The plan should address availability of the project team (including subconsultants) identified to work on this project in conjunction with their other work assignments. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions</p> <ol style="list-style-type: none"> <li>1. Does the proposal address the issues above in sufficient detail to demonstrate their management capabilities?</li> <li>2. Are the people committed and available for this project, especially regarding schedule and level of effort?</li> <li>3. Does the plan indicate that the Offeror will obtain, keep, and efficiently utilize high quality personnel?</li> <li>4. Does the offer address corrective actions?</li> <li>5. Does the proposal explain how the Offeror will remain within schedule and budget?</li> </ol> <p><b>COMMENTS:</b></p>	<p>5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal 1 – Unacceptable</p> <p>Rating: __</p>
<p><b>B. Past Performance/Relevant Experience</b></p>	
<p>In this area, the Offeror should provide at least three references or contracts demonstrating that it successfully provided services/products same or similar to those required in the RFP. The proposal should adequately explain how the projects were completed on schedule and within budget.</p> <p>It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions:</p>	<p>5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal 1 – Unacceptable</p> <p>Rating: __</p>

<ol style="list-style-type: none"> <li>1. Does the proposal include at least three references or past performance citations?</li> <li>2. Are the references or past performance citations relevant to the requirements of the Statement of Work of the RFP?</li> <li>3. Does the Offeror explain how they were successful on the projects provided as past performance?</li> <li>4. Does the Offeror apply the past performance to the City requirement in such a way as to demonstrate added value due to experience?</li> </ol> <p><b>COMMENTS:</b></p>	
<p><b>C. Key Personnel</b></p>	
<p>In this area, the Offeror should describe the experience of key personnel (including subconsultants) assigned to the project and how their expertise provides value to the City. More detailed resumes can be included in an Appendix (the Appendix is not counted against the page limit). It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.</p> <ol style="list-style-type: none"> <li>1. Does the Offeror provide complete personnel information, including education, experience, background information, accomplishments, and other pertinent information?</li> <li>2. Does the Offeror provide information for all key personnel, as required by the RFP?</li> <li>3. Do the personnel assigned to the project demonstrate adequate professional, technical, and management levels to accomplish the work effectively and efficiently?</li> </ol> <p><b>COMMENTS:</b></p>	<p>5 – Exceptional  4 – Very Good  3 – Satisfactory  2 – Marginal  1 – Unacceptable</p> <p>Rating: ___</p>
<p>Sum of Ratings in Management Area (Add numbers in Sections 1.A., 1.B. and 1.C.)</p>	
<p>Evaluation Factor:</p>	<p><b>0.35</b></p>
<p>Management Area Evaluation Score (Multiply the sum of ratings in Management Area by the evaluation factor):</p>	
<p><b>2. TECHNICAL AREA</b></p>	
<p>The Offeror must explain its overall solution, considering the scope of work or statement of work provided. The content must include, but not necessarily be limited to, the following information.</p>	
<p><b>A. Understanding of and compliance with technical requirements</b></p>	
<p>In this area, the Offeror should address each work area in sufficient detail to demonstrate a clear and full understanding of the work. The proposal should not merely parrot the requirements of the RFP. Further, the Offeror should provide evidence of sufficient planning to ensure the work is completed on schedule and within budget. The Offeror should submit their proposed key dates for major project milestones in tabular format. These include</p>	<p>5 – Exceptional  4 – Very Good  3 – Satisfactory  2 – Marginal  1 – Unacceptable</p> <p>Rating: ___</p>

milestones such as Corridor Development, 30% Design, 60% Design, and Final Design. The milestones may need to be adjusted, or others added, for specific projects. A detailed critical path project schedule is not required in the proposal. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.

1. Does the proposal demonstrate a firm understanding of the requirements and goals of the Statement of Work, as well as industry standards and reasonable expectations for a company in the industry?
2. Does the proposal fully and completely address each requirement and goal of the Statement of Work?
3. Does the proposal provide solutions to indicate that requirements and goals will be met on schedule?
4. Does the technical solution seem realistic?
5. Does it generally appear that the Offeror knows and thoroughly understands the business and requirements?

**COMMENTS:**

**B. Project Key Issue Approach and Recommendations**

Addressing these issues may be incorporated into the consultant proposal in either the project approach or addressed as a separate section in the proposal. We recognize the challenge of addressing these separately, so are comfortable with the consultant teams providing brief cross references so that information is not repeated in the proposals.

1. **ConnectCOS Coordination** - Recommendations for information sharing and coordination of ConnectCOS and the Platte Avenue Corridor Study (PACS) efforts between the beginning of PACS and City approval of ConnectCOS.
2. **Public Information & Communication** – Approach and recommendations for the process, and values provided by your team for the public information and communication for this project
3. **Downtown Partnership Experience Downtown Master Plan** – Approach and recommendations for addressing Platte Avenue Corridor needs and solutions relative to the Downtown Partnership’s Downtown Plan and potential future changes in that plan. This should include I-25 and Platte Avenue Connection alternatives and recommendations for how to approach and develop solutions in this part of the Platte Corridor.
4. **Platte Avenue Corridor Traffic Forecasting** – Approach to traffic demand expectations on Platte Avenue due to potential growth and future land use changes in and east of the project limits.
5. **Project Implementation Toolbox** – Approach and recommendations for the Project Implementation Toolbox information development proposed by the consultant team. Describe the toolbox your team will provide to assist the City in implementing and funding improvements in the future and the how it will benefit the City of Colorado Springs. This

- 5 – Exceptional
- 4 – Very Good
- 3 – Satisfactory
- 2 – Marginal
- 1 – Unacceptable

Rating: \_\_\_

<p>should include how your team will develop early action corridor improvement and potential project information and recommendations for inclusion in a potential PPRTA III ballot measure in 2022. Note that this information would need to be available by late 2021.</p> <p>6. <b>Recommendations for Additional Services</b> – Recommendations of services, not requested in this RFP, or not typically required in a planning project, that the City should consider including in the contract of the selected Consultant Team and the benefits these services would provide. Include suggestions for additions or changes to the Core Project Deliverables requested by the City in Exhibit 5.6 and the values they would provide.</p> <p><b>COMMENTS:</b></p>	
<p><b>C. Project Approach</b></p>	
<p>In this area, the Offeror should clearly present proposed solutions and indicate that it has performed adequate planning to accomplish tasks as defined in the Statement of Work. Innovations, efficiencies, and detailed specifics are all encouraged. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.</p> <ol style="list-style-type: none"> <li>1. Does the proposal include a complete plan to accomplish each requirement, including subcontracting (if applicable)?</li> <li>2. Does the proposal demonstrate that appropriate and qualified personnel and equipment will be provided to carry out the requirement?</li> <li>3. Is the proper level of effort directed toward each requirement? Does the level of effort look unrealistically low or unreasonably high?</li> </ol> <p><b>COMMENTS:</b></p>	<p>5 – Exceptional  4 – Very Good  3 – Satisfactory  2 – Marginal  1 – Unacceptable</p> <p>Rating: __</p>
<p>Sum of Ratings in Technical Area (Add numbers in Section 2.A., 2.B. and 2.C):</p>	
<p>Evaluation Factor:</p>	<p><b>0.55</b></p>
<p>Technical Area Evaluation Score (Multiply the Total Technical Area score by the evaluation factor):</p>	

Overall Proposal **Strengths:**

Overall Proposal **Weaknesses:**

## SECTION VI

### 6.0 SCHEDULES AND APPENDICES

Schedule A Price Sheet

Appendix 1 ConnectCOS White Paper 24August2020

**SCHEDULE A – PRICE SHEET (TO BE ADDED BY OFFEROR IN SEPARATE FILE)**